

**ULMA Packaging LIMITED**  
**STANDARD TERMS AND CONDITIONS (for the Supply of Goods and Services to non-consumers)**

**1. INTERPRETATION**

1.1 **Definitions.** In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

**Customer:** the person or entity who purchases the Goods and/or Services from the Supplier.

**Force Majeure Event:** has the meaning given in *clause 10*.

**Goods:** the goods (or any part of them) as set out in the Order/Order Acknowledgment.

**Order:** the Customer's order for the Goods and/or Services, as set out in the Customer's purchase order form **OR** in the Customer's acceptance of the Supplier's quotation as the case may be.

**Sales Order:** the Supplier's written acknowledgment of the Customer's purchase order.

**Services:** the services to be carried out by the Suppliers as per the Order/Sales Order.

**Specification:** any specification for the Goods and/or Services, including any related plans and drawings, that are agreed in writing by the Customer and the Supplier.

**Supplier: ULMA Packaging Limited** (registered in England and Wales with Company Number 04461301).

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

**2. BASIS OF CONTRACT**

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks

to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force unless expressly stated to the contrary.

2.6 A quotation for the Goods and/or Services given by the Supplier shall not constitute an offer.

**2.7 Local Representations**

The terms "Agents" or "Representatives" as applied to those firms or individuals with whom the Supplier has made arrangements for the sale of the Goods and/or Services are nominal only and indicate only that they are the Supplier's local representatives appointed for the convenience of the customers through whom enquiries or orders may be received and dealt with by the Supplier. They are not authorised by the Supplier to incur any liability, give any guarantee or warranty make any representations or transact any business on the Supplier's behalf other than the sale and servicing of the Supplier's goods upon the terms of the Supplier's conditions of sale.

**2.8 Demonstration & Installation of Equipment**

Where the Price of the Goods and/or Services includes installation and demonstration a technician will assist and advise the Customer's skilled operator in the working of the equipment. Within this period, the equipment is to be considered as under the charge of the Customer who shall supply all necessary materials at his cost for the purpose of the demonstration.

**2.9 Electrical Supply and Constructional Work**

The Customer will be responsible for the cost of taking electrical supply to the site where the Goods are to be installed and for the cost of such work as may be necessary to provide a foundation, which complies with our specification for the Goods to be installed.

### 3. GOODS

3.1 To the extent that the Goods are to be manufactured and/or installed in accordance with the Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This *clause 3.1* shall survive termination of the Contract.

3.2 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

### 4. DELIVERY

4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready to be delivered.

4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.3 Any dates quoted for delivery of the Goods/the carrying out of the Services are approximate only, and the time is not of the essence. Whilst every effort will be made by the Supplier to deliver the Goods and/or carry out the Services on or before the date stated, no binding guarantee is given or implied and no claim will be accepted by the Supplier arising from or in connection with late delivery. Further, the Supplier shall not be liable for any loss or damage of any kind and howsoever arising by reason of any failure to deliver the Goods/carry out the Services on such stated dates.

4.4 The Supplier may deliver the Goods in more than one consignment even if not envisaged by the Order and/or Order Acknowledgment.

4.5 If the Supplier fails to deliver the Goods and/or perform the Services (in whole or part), its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Goods and/or Services of similar description and quality in the cheapest market available, less the price of the Goods and/or Services. The Supplier shall have no liability for any failure to deliver the Goods and/or Services to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Services.

4.6 If the Customer fails to take or accept delivery of the Goods or allow the Services to be performed within three Business Days of the Supplier notifying the Customer that the Goods/Services are ready to be delivered/performed, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- (a) delivery of the Goods/performance of the Services shall be deemed to have been completed at 9.00 am on the third Business Day

after the day on which the Supplier notified the Customer that the Goods were ready for delivery/services ready to be performed and the Supplier will be entitled to invoice accordingly;

- (b) the Supplier shall store the Goods until any actual delivery takes place, and charge the Customer for all related losses, costs and expenses (including insurance); and

- (c) The Supplier will be entitled to charge the Customer for all related losses, costs and expenses caused as a result of having to re-schedule the performance of the Services.

4.7 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods/Services were ready for delivery/performance the Customer has not taken or accepted delivery of the Goods/Services, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. The Supplier would then be released from any obligation to perform the Services.

### 5. QUALITY

5.1 The Supplier warrants that on delivery, and for a period of 12 months or 2000 hours use from the date of installation (whichever is the greater) from the date of delivery/performance (**Warranty Period**), the Goods and/or Services shall:

- (a) conform (in essence) with their description and the Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and/or the supply of Goods and Services Act 1982); and
- (d) be fit for any purpose held out by the Supplier.

5.2 Subject to *clause 5.3*, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period and within a reasonable time of discovery (in any event no later than 14 days from discovery) that some or all of the Goods and/or Services do not comply with the warranty set out in *clause 5.1*;
- (b) the Supplier is given a reasonable opportunity of examining such Goods and/or Services; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods and/or remedy any defective Services, or refund the price of the defective Goods and/or Services in full;
- (d) no defect in the Goods and/or Services is found for which the Supplier is liable, the Supplier shall be entitled to compensation (on an indemnity basis) for the costs he has incurred as a result of the notice.

- 5.3 The Supplier shall not be liable for any failure to comply with the warranty set out in *clause 5.1* in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with *clause 5.2*;
  - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
  - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
  - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (f) the Goods and/or Services differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this *clause 5*, the Supplier shall have no liability to the Customer in respect of any failure to comply with the warranty set out in *clause 5.1*.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and Section 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods or remedied Services supplied by the Supplier.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery. The delivery of Goods by the Supplier to a carrier consigned to the Customer shall constitute complete transfer of responsibility to the Customer with said carrier thereafter acting on the Customer's behalf. Notwithstanding and without prejudice to the above provision, no claim for damages in transit, shortage of delivery or loss of Goods in transit can be made by the Customer against the Supplier unless:
- (i) the issue has without any doubt been caused before the Goods were supplied by the Supplier to the carrier consigned to the Customer;
  - (ii) in the case of damage in transit or shortage of delivery a separate notice in writing is given to the carrier concerned and to the Supplier within 3 days of receipt of Goods followed by a complete claim in writing within 5 days of receipt of Goods.
- 6.2 As soon as the Goods or any part thereof have been delivered the Goods or that part shall be at the risk of the Customer who shall insure the Goods for the period from the date of delivery until the passing of the property in the Goods to the Customer against any loss of or damage thereto or any part thereof except in those instances where the selling price of the Goods includes installation when the Goods will remain at the Supplier's risk and insured by the Supplier until they have been installed or up to 30 days from the date of delivery whichever shall be the sooner.
- 6.3 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- (a) The Goods; and
  - (b) any other goods or Services that the Supplier has supplied to the Customer in respect of which payment has become due.
- 6.4 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
  - (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (e) notify the Supplier immediately if it becomes subject to any of the events listed in *clause 8.2*; and
  - (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,
  - (g) shall keep and retain the delivered Goods free from any charge lien or other encumbrance thereon.
- 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in *clause 8.2*, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer (the Customer hereby irrevocably grants to the Supplier a licence for that purpose) or of any third party where the Goods are stored in order to recover them.
- 6.6 The Customer irrevocably accepts that if Goods are capable of being removed by unbolting (or howsoever) so as not to structurally damage the fabric of the building in which they are installed/stored they will be deemed to be easily removable, in their original state and not incorporated into the fabric of such said building.
- 6.7 The provisions of Title & Risk shall survive the termination of the Contract for whatever reason and in particular, but without limitation, termination of the Contract by the Supplier by the acceptance of any repudiation of the Contract by the Customer.

6.8 The Supplier shall be entitled to exercise a general lien or right of retention on all Goods or any parts thereof in the Supplier's possession which are the Customer's property (or which are supplied to the Supplier by the Customer) for any sums whatsoever due to the Supplier and pursuant to such lien or right the Supplier shall be entitled, without notice to the Customer, to sell all or any part of such Goods/property privately or by auction or otherwise and to keep the proceeds of sale in diminution of such sums and of all costs and expenses incurred by the Supplier in effecting the said sales. Any balance remaining thereafter, shall be remitted to the Customer by the Supplier. Upon such sale title in the said Goods/property shall pass to the buyer thereof.

## 7. PRICE AND PAYMENT

7.1 The price of the Goods and/or Services shall be the price set out in the Quotation Order or Order Acknowledgment (whichever is the latter).

7.2 The Supplier may, by giving notice to the Customer at any time before delivery/performance, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services that is due to:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery/performance date(s), quantities or types of Goods/Services ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods (unless stated otherwise), which shall be invoiced to the Customer.

7.4 The Goods will be guarded according to the requirements imposed on the designer, manufacturer, importer and Supplier by the laws of England in force at the date of delivery. Additional safety guarding may be fitted at the request of the Customer either at the manufacturing plant or upon installations at the Customer's premises, provided that the Customer's local Factory Inspector is consulted and approves any additional safety guard and further providing that our charges for the fitting of any such additional safety guard, shall be borne by the Customer and shall be considered part of the purchase price and payable accordingly.

7.5 The price of the Goods/Services is exclusive of amounts in respect of value added tax (unless stated otherwise). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of Goods/Services.

7.6 The Supplier may invoice the Customer for the Goods and Services on or at any time after the completion of delivery/performance.

7.7 The Customer shall pay the invoice in full and in cleared funds on or before the date(s) stipulated in the Quotation/Order Acknowledgment or other such document and in the event of such not being stipulated therein within 30 days of the date of the invoice. Time of payment is of the essence.

7.8 Should the Customer fail to pay the said price or any part thereof within the said period of 30 days or on the date specified in writing the Customer shall pay interest on all amounts outstanding in respect thereof at the rate of 1.5% per month such interest to be compounded and added to the amount outstanding monthly until payment such interest to be chargeable from the date due for payment until payment of all amounts outstanding in respect of the price and such interest. If any payment is in arrears for or on account of or in respect of any Goods and/or Services delivered under this or any other contract between the Supplier and the Customer the Supplier shall have the absolute right without giving any notice to the Customer to suspend further deliveries and services under this or any other such contract and if any such payment or any part thereof shall remain in arrears for seven days after written demand by the Supplier to the Customer the Supplier shall have the right to cancel this and any other such contract without prejudice to all its rights and remedies to recover any monies due and owing from the Customer.

7.9 The Customer will indemnify the Supplier in respect of all/any costs that the Supplier incurs in recovering any debts against the Customer on a full indemnity basis. Further, the Customer will indemnify the Supplier and hold it harmless against all/any claims made by third parties with regard to the Goods and Services supplied.

7.10 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7.11 Any deposit(s) paid by the Customer to the Supplier will be non-refundable unless expressly stated to the contrary.

## 8 CUSTOMER'S INSOLVENCY OR INCAPACITY

8.1 If the Customer becomes subject to any of the events listed in *clause 8.2*, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods and/or Services delivered to the Customer shall become immediately due.

8.2 For the purposes of *clause 8.1*, the relevant events are:

- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors.
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order or if in Scotland he shall become insolvent or natour bankrupt.
- (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sue against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment or an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in *clause 8,2(a) to clause 8.2(h)* (inclusive);
- (j) the Customer suspends, threatens to suspends, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer does or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 9 LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence or the negligence of its employees.
- (b) fraud or fraudulent misrepresentation;
- (c) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 To the extent, however, that it is lawful to do so, the Supplier excludes it's liability as follows:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract and/or the supply of Goods and/or Services to the Customer;
- (b) the Supplier's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods and/or Services.

## 10 FORCE MAJEURE

10.1 The Supplier shall be entitled to suspend performance of its obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstances beyond the control of the parties such as fire, war (whether declared or not), extensive military mobilisation, insurrection, requisition, seizure, embargo, restrictions in the use of power and effects or delays in deliveries or performance by sub-contractors or suppliers.

10.2 Regardless of what might otherwise follow from these Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause 10.1 for more than 3 months.

## 11. MONITORING PERFORMANCE AND AUDITS

11.1 The Supplier shall have the right, at its own expense, to audit and have access to, or have an authorised agent or representative audit and access, Customer records, books of account premises, systems and Customer personnel related to the Goods and/or Services for the sole purpose of verifying compliance with the terms of the Contract provided that:

- 11.1.1 the Customer is given reasonable advance written notice of Supplier's intention to audit;

- 11.1.2 the audit is conducted during the Customer's normal business hours; and
- 11.1.3 the audit is conducted at any time during the Term or within one year of the end of the Term.

11.3 During or in relation to any audit the Customer shall provide or shall procure for Supplier (and/or its authorised agents or representatives) all necessary cooperation and assistance with such audit.

11.4 The right of audit may not be exercised more than once in any calendar year, provided that if any issue of non-compliance or discrepancy is revealed in any particular audit, the Supplier may re-audit within 6 months. If the audit reveals any issue of non-compliance or discrepancy or that the Customer has breached the Contract the Customer shall reimburse the costs of the audit to the Supplier.

## 12. GENERAL

### 12.1 Assignment and subcontracting.

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

### 12.2 Intellectual Property.

- (a) All drawings and technical documents relating to the Goods or their manufacture submitted by one party to the other, prior or subsequent to the formation of the contract shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than erection, installation, commissioning, operation or maintenance of the Goods. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced transmitted or communicated to a third party.

### 12.3 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered

personally, when left at the address referred to in *clause 12.3(a)*; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 12.4 Severance.

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 12.5 Waiver.

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### 12.6 Third party rights.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

### 12.7 Variation.

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

### 12.8 Governing law and jurisdiction.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.