

## STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

These terms and conditions ("**Standard Terms**") shall govern the goods and/or services to be provided and defined in the Purchase Order and together these Standard Terms and the Purchase Order shall constitute the full agreement (collectively the "**Agreement**") between the Customer and Supplier to the exclusion of any terms and conditions of such Supplier.

### 1. **Definitions:**

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

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Commencement Date:** the meaning ascribed to it in the Purchase Order.

**Confidential Information:** has the meaning set out in clause 11.

**Customer:** means Essentra Components Limited whose registered office is at Langford Locks, Kidlington, Oxfordshire OX5 1HX.

**Customer Materials:** has the meaning set out in clause 9.

**Data Protection Legislation** means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any applicable national implementing laws, regulations and secondary legislation in England and Wales (including the Data Protection Act 2018), relating to the processing of Personal Data (or in the event that the UK leaves the European Union, all equivalent legislation enacted in the UK in respect of the protection of Personal Data) and the privacy of electronic communications, all as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications

(EC Directive) Regulations 2003 (SI 2003/2426).

**Deliverables:** all documents (including the Documents) and/or other products of the Goods, or part of or in relation to the Services as specified in the Order.

**Delivery Date:** means the date specified in the Purchase Order or such other date for delivery as the Customer approves in writing.

**Delivery Location:** the address for delivery of Goods as set out in the Purchase Order.

**Document:** includes, without limitation, in addition to any document in writing including as part of any Deliverables, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

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

**Group Company** means an entity controlled by, which controls or is under common control with Essentra Components Limited in the UK where "control" for the purposes of this definition means ownership of at least 50% of the voting shares in an entity or the ability to direct its affairs whether by virtue of the ownership of shares, contract or otherwise.

**Purchase Order:** the Customer's order for the supply of Goods and/or Services.

**Services:** the services, including any Deliverables, to be provided by the Supplier set out in the Purchase Order.

**Service Specification:** the description or specification for Services agreed in writing by the Customer and the Supplier.

**Supplier:** the person or firm from whom the Customer purchases the Goods and/or Services, as specified in the Purchase Order.

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### 2. Basis of contract

2.1 These Standard Terms apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Purchase Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Standard Terms.

2.3 The Purchase Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing a written acceptance of the Purchase Order; and
- (b) the Supplier doing any act consistent with fulfilling the Purchase Order,

at which point the Agreement shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Standard Terms.

### 3. Goods

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description any terms set out in the Purchase Order;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

3.1.3 be free from defects in design, material and workmanship and remain so for 12 months after delivery or such other period specified in the Purchase Order; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 Where requested by the Customer, the Supplier shall provide the Customer with all relevant information concerning the composition of any packaging used for the products (including but not limited to the Supplier's tax status of plastic packaging components, the weight and composition of the packaging) so as to allow the Customer to calculate any tax liability it may have with regards to such packaging (such as the UK Plastic Packaging Tax) and the information described above shall be provided in the format notified by the Customer.

3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to manufacture and/or import, market and supply the Goods to the Customer and as otherwise required to carry out its obligations under the Agreement.

3.4 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

3.5 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the

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Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.6 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

### 4 Delivery

4.1 The Supplier shall ensure that:

- 4.1.1 the delivery of the Goods be carried out in accordance with the relevant Purchase Order or any delivery instructions relating thereto;
- 4.1.2 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and any specific packaging requirement as stated in the Purchase Order;
- 4.1.3 each delivery of the Goods is accompanied by a delivery note (which may be electronically submitted) which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- 4.1.4 it obtains proof of delivery (where applicable or upon the Customer's request) that shall include the accepting individual's name, signature, Delivery Date and delivery time; and
- 4.1.5 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- 4.2.1 on the Delivery Date;
  - 4.2.2 at the Delivery Location; and
  - 4.2.3 during Business Hours, or as instructed by the Customer, and
- if the Supplier fails to deliver the Goods on the Customer may release itself from any obligation to accept and pay for the Goods and/or may terminate the Agreement, in either case without prejudice to any other rights and remedies of the Customer.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.

### 5 Services

- 5.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Agreement.
- 5.2 The Supplier shall meet any performance dates for the Services that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:

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- 5.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - 5.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
  - 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
  - 5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
  - 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
  - 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
  - 5.3.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
  - 5.3.11 comply with any additional obligations as set out in the Service Specification.
- ### 6 Customer remedies
- 6.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, or if the Supplier fails to perform the Services by the applicable date, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following rights and remedies:
    - 6.1.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
    - 6.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
    - 6.1.3 to refuse to accept any subsequent performance of the Services;
    - 6.1.4 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

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- 6.1.5 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.1.6 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered;
- 6.1.7 to require the Supplier to provide repeat performance of the Services;
- 6.1.8 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
- 6.1.9 to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement.
- 6.2 The Supplier recognises that late or short delivery, delivery of defective Goods or late performance of the Services, may cause the Customer direct, indirect and/or consequential loss and/or loss of profits (including, by way of example, loss arising from the Customer's inability to meet other contractual commitments) for which the Supplier agrees to be liable under this Agreement.
- 6.3 These Standard Terms shall extend to any substituted or remedial services or repaired, or replacement goods supplied by the Supplier.
- 6.4 The Customer's rights and remedies under these Standard Terms are in addition to its rights and remedies implied by statute and common law.

### 7 Title and risk

Title and risk in the Goods shall pass to the Customer on completion of delivery.

### 8 Price and payment

- 8.1 The price of the Goods shall be as stated in the relevant Purchase Order and, unless otherwise agreed, shall be inclusive of all duties, taxes and levies (excluding any applicable VAT) and all charges for packaging, shipping, carriage, unloading, insurance and delivery of the Goods to the Delivery Location.
- 8.2 No variation in the price of the Goods may be made by the Supplier unless otherwise agreed in writing with the Customer.
- 8.3 The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.4 No extra charges shall be effective unless agreed in writing with the Customer.
- 8.5 In respect of the Goods, the Supplier may invoice the Customer for the price of the Goods plus VAT at the prevailing rate (if applicable) on completion of delivery. In respect of the Services, the Supplier shall invoice the Customer on completion of the Services. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's purchase order number, the Supplier's VAT registration

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number and any supporting documents that the Customer may reasonably require.

- 8.6 The Customer shall pay correctly rendered invoices within 60 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 8.7 If a party fails to make any payment due to the other party under the Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%.
- 8.8 The Customer may at any time, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

### 9 Customer materials

- 9.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in

safe custody at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

### 10 Indemnity

- 10.1 The Supplier shall indemnify, keep indemnified, defend and hold harmless the Customer against all and any 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 costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- 10.1.1 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods or receipt, use or supply of the Services (excluding the Customer Materials);
- 10.1.2 any injury to persons or damage to any property (including the Customer's Materials) caused by the Supplier's provision of the Deliverables or the provision of the Goods, or as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of or in connection to the Agreement by the Supplier (or its employees, agents or subcontractors)
- 10.1.3 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with the Goods as delivered, or the Services, to the extent that such claim arises out of the acts or omissions or breach, negligent performance or failure or delay in performance of the

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Agreement of the Supplier, its employees, agents or subcontractors.

10.2 This clause 10 shall survive termination of the Agreement.

### 11 Insurance

The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

### 12 Confidentiality

12.1 Each party shall treat in confidence each Purchase Order, and all other information and materials, which are marked confidential, or which are by their nature clearly confidential, obtained from the other party under or in connection with the Agreement (the "**Confidential Information**"). Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's Confidential Information:

12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Agreement. Each party shall ensure that its employees, officers, representatives,

contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

### 13 Compliance with law

13.1 In performing its obligations under the Agreement, the Supplier shall comply with all applicable laws, statutes, and regulations from time to time in force.

13.2 Breach of clause 13.1 shall constitute an irremediable material breach of the Agreement.

### 14 Termination

14.1 The Customer may terminate the Agreement for convenience by giving the Supplier one months' written notice, whereupon the Supplier shall discontinue all work on the Agreement. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

14.2 Without limiting its other rights or remedies, the Customer may terminate the Agreement with immediate effect by giving written notice to the Supplier if:

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- 14.2.1 the Supplier commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of the Supplier being notified in writing to do so;
- 14.2.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 14.2.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business;
- 14.2.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.2.5 the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.
- 14.3 On termination or expiry of the Agreement, the Supplier shall immediately return all Customer Materials. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.
- 14.4 Termination or expiry of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 14.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.
- ### 15 Force majeure
- 15.1 In this clause 15, "affected party" shall mean the Party seeking to invoke clause 15.2, and a "**Force Majeure Event**" shall mean any event or circumstance which is beyond the reasonable control of the affected party, including, but not limited to, flood, lightning, subsidence, terrorist act, fire or war, failure of power supplies, acts of government and strikes or industrial action (not involving the employees of the affected party, or its suppliers or contractors).
- 15.2 If an event of Force Majeure occurs, the delaying party shall be entitled to an extension of time for long as the Force Majeure persists on the condition that:
- 15.2.1 it promptly notifies the other party ("**Unaffected Party**") of the occurrence of the Force Majeure event;
- 15.2.2 it discusses with the Unaffected Party possible action to be taken to overcome the effect of the Force Majeure; and
- 15.2.3 it uses all reasonable endeavours to overcome the Force Majeure Event.
- 15.3 If the Force Majeure event persists for a period of sixty (60) days or more, the Unaffected Party may give notice to the other party to terminate



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this Agreement with effect from a date specified in the notice without penalty or other liability.

### 16 Modern Slavery

16.1 In performing its obligations under the Agreement, the Supplier shall and shall ensure that each of its subcontractors shall comply with:

16.1.1 all applicable law, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

16.1.2 the Customer's anti-slavery policy, as amended by notification to the Supplier from time to time ("**Modern Slavery Policy**").

16.2 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:

16.2.1 has been convicted or any offence involving slavery and human trafficking; and

16.2.2 so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence of or in connection with slavery and human trafficking.

16.3 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

16.4 The Supplier shall keep a record of all training offered and completed by its employees to ensure compliance with the Anti-Slavery Policy and shall make a copy of the record available to the Customer on request.

16.5 Breach of clause 16 shall constitute an irremediable material breach of the Agreement.

### 17 Bribery and Corruption

17.1 In performing its obligations under the Agreement, the Supplier shall and shall ensure that each of its subcontractors shall comply with:

17.1.1 all applicable law, statutes, regulations and codes from time to time in force including but not limited to the Bribery Act 2010; and

17.1.2 the Customer's anti-slavery policy, as amended by notification to the Supplier from time to time ("**Anti-Bribery Policy**").

17.2 The Supplier represents and warrants that for the duration of the Agreement neither it, nor any of its officers, employees, agents and contractors have been engaged in, are currently engaged in or will engage in any corrupt practices, including the commission of any fraudulent acts, or offences under the Bribery Act 2010 (or any previous legislation governing the offence of bribery).

17.3 The Supplier shall establish and implement (and ensure its agents and contractors establish and implement) adequate procedures to ensure the prevention of bribery it and/or by persons associated with it, in accordance with the Bribery Act 2010 and guidance issued by the Ministry of Justice and provide the Customer with evidence of such procedures, on demand.

17.4 Breach of this clause 17 shall constitute an irremediable material breach of the Agreement.

### 3.2 Environmental Obligations

17.5 The Supplier shall ensure that:

17.5.1 its operations comply with all applicable environmental Law, including in relation to

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waste disposal, GHG emissions and the handling of hazardous and toxic materials;

17.5.2 the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with environmental Law;

17.5.3 it will only use packaging materials that comply with applicable environmental Law.

17.5.4 minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Goods and supplying the Services, taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by its employees, emissions from Supplier offices and equipment.

### 18 Data Protection

18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

### 19 General

#### 19.1 Assignment and other dealings

19.1.1 The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

19.1.2 The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of the Customer.

19.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or

obligations under the Agreement without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

### 19.3 Entire agreement.

19.3.1 The Agreement constitutes the entire agreement between the parties.

19.3.2 Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

19.4 **Variation.** Except as set out in these Standard Terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

### 19.5 Waiver.

19.5.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.5.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19.6 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted,

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but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Agreement is deemed deleted under this clause 19.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 19.7 Notices.

19.7.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) sent by email to the addresses provided in the Purchase Order (or an address substituted in writing by the party to be served):

19.7.2 Any notice shall be deemed to have been received:

- a) if delivered by hand, at the time the notice is left at the proper address;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

19.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 19.8 Third party rights.

Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19.9 **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

19.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.