

STANDARD TERMS AND CONDITIONS OF SALES – WORKS

SUEZ Industrial Water Ltd

1. DEFINITIONS

- 1.1 **“Agreement”** means the Order together with these Standard terms and Conditions.
- 1.2 **“Authorised Employee”** means an employee of the Company holding the position of a Director.
- 1.3 **“Business Day”** means any day other than Saturday or Sunday or a Bank Holiday or a public holiday in England.
- 1.4 **“Company”** means SUEZ Industrial Water Ltd; Company Number 02528695, and whose registered office is SUEZ House, Grenfell Road, Maidenhead, Berkshire, England SL6 1ES.
- 1.5 **“Confidential Information”** means
- 1.5.1 in respect of Information provided in documentary or by way of a model or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and
- 1.5.2 in respect of Information that is imparted orally, any information that the Disclosing Party or its representatives informed the Receiving Party at the time of disclosure was imparted in confidence and which is reduced to writing, marked 'Confidential' and sent to the Receiving Party within 30 days of the original disclosure; and
- 1.5.3 any copy of any of the foregoing; and
- 1.5.4 shall include, in particular, any operations, processes, product information, know how, trade designs, trade secrets or software of the disclosing party, Confidential Information includes any information developed by the Company in the process of carrying out the provision of Products and Services pursuant to the Agreement.
- 1.6 **“Customer”** means a business or organisation which purchases Products and/ or Services from the Company.
- 1.7 **“Disclosing Party”** shall mean the party to this Agreement that discloses Information, directly or indirectly to the Receiving Party under or in anticipation of this Agreement.
- 1.8 **“Effective Date”** means the date upon which the Company receives written notice from the Customer of its acceptance of the Proposal.
- 1.9 **“Information”** means information provided directly or indirectly by the Disclosing Party to the Receiving Party in oral or documentary form or by way of models, algorithms, formulae, biological or chemical materials or other tangible form or by demonstrations and whether before, on or after the date of this Agreement. It shall include but shall not be limited to; notes, letters, memoranda, reports, contracts, registrations, licences, tables, databases, data books, notebooks, computer prints, text and data stored in computer programmes, drawings, charts, illustrations, materials, samples, and all other documentation and materials prepared or made available pursuant to this Agreement.
- 1.10 **“Order”** means the purchase Order placed by the Customer upon the Company.
- 1.11 **“Parties” or “Party”** means either the Company or the Customer or both.
- 1.12 **“Product”** means Products supplied by the Company to the Customer following the Customers Order and pursuant to the Proposal or commences work, which ever event takes place earlier.
- 1.13 **“Proposal”** means a statement of work or similar document which describes the Products and Services to be provided by the Company, and shall also contain quotations, and time schedules for the work/delivery of Products and Services. The Proposal shall include any additional special conditions specific to the particular Order.
- 1.14 **“Receiving Party”** shall mean the party to this Agreement that receives Information, directly or indirectly from the Disclosing Party.
- 1.15 **“Service”** means the Service to be provided by the Company to the Customer following the Customers Order and pursuant to the Proposal.
- 1.16 **“Work”** means the Product and/or Service to be provided in accordance with the scope of work set out in the Proposal submitted by the Company to the Customer.

2. FORMATION OF CONTRACT

- 2.1 Any order sent to the Company by the Customer shall be accepted entirely at the discretion of the Company, and, if so accepted, will only be accepted upon these conditions (hereafter referred to as the **“Conditions”**) and by means of the Company's standard order acknowledgment form.
- 2.2 Each order which is so accepted shall constitute an individual legally binding contract between the Company and the Customer and such contract is hereafter referred to in these Conditions as an **“Order”**.
- 2.3 These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Customer, and no addition alteration or substitution of these terms will bind the Company or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on the Company's behalf.

3. COMPANY'S DUTIES

- 3.1 The Company shall perform the Work in accordance with the Proposal, but it reserves the right to vary the Work if it appears to the Company to be reasonably necessary to do so as a result of site conditions, new information, safety or environmental factors.
- 3.2 The Customer shall bear the cost of any additional Work reasonably undertaken by the Company pursuant to clause 3.1 of these Terms and Conditions, such costs will be charged at the Company's standard invoicing rate, or any such other rates that the parties agree in writing.
- 3.3 The Company shall promptly notify the Customer if any aspect of the Work is to be significantly varied from the Proposal and the likely effect that the variation will have on the cost of the Works, and the time frame for completing the Works. Any variation shall be clearly identified, together with the additional or different sums to be paid by the Customer.

- 3.4 The Company shall take all reasonable precautions to avoid damage to the Customer's property including underground services and structures. The Company shall not be liable whatsoever or howsoever for any damage to underground structures which are not called to the Company's attention within 14 days of discovery of any such damage, or are not located or shown on any plans provided to the Company.

4. CUSTOMER'S DUTIES

- 4.1 The Customer in order to allow the Company to fulfil its obligations under the Agreement shall provide the Company with any information reasonably required by the Company, and in particular shall make full disclosure of all known, assumed or suspected structures, tanks, utilities, pipelines, discharges, spillages, leachate and hazardous substances at, under or near the project site, together with any other relevant data.
- 4.2 The Customer agrees to cooperate fully with the Company and provide promptly upon notice any facts, data, documents and other information it has control of reasonably required to facilitate the Company's performance of its obligations hereunder; failure of which will negate any representations or warranties accordingly made.
- 4.3 The Customer warrants the accuracy and sufficiency of any information provided to the Company and shall indemnify the Company from and against all claims and losses arising from loss, damage, liability, injury to the Company, Company employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information (including design(s) or design related information) supplied to the Company by the Customer, its employees or agents. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in Agreement, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 4.4 The Customer will cooperate with the Company in all reasonable ways and will make freely available or place at the Company's disposal all facilities and personnel reasonably required by the Company to carry out the Work including but not limited to access, permits, power etc.
- 4.5 The Customer shall obtain all necessary permissions and consents which may be required prior to the commencement of the Work.
- 4.6 If the Customer suspects at any time that the Works may be defective in any way whatsoever, the Customer shall immediately draw the defects to the attention of the Company and allow the Company to correct them. The Customer shall not be entitled to enter into an Agreement with a third party to effect such correction in the absence of allowing the Company to correct any notified defect.
- 4.7 The Customer shall comply with all such other requirements as may be set out in the Agreement.
- 4.8 The Customer shall be liable to compensate the Company for any expenses incurred by the Company as a result of the Customer's failure to comply with this clause 4 and any duties or obligations of the Customer which are contained within the provisions of the Agreement.

5. INSPECTION, TESTING AND CALIBRATION

- 5.1 Products will be inspected by the Company or the manufacturer and where practicable submitted to the Company's or manufacturers standard tests before despatch.
- 5.2 Any additional tests or inspections, including inspection by the Customer or its representative, or tests or calibrations in the presence of the Customer or its representative, or the supply of test certificates and or detailed test results shall be subject to the Company's prior written Agreement and the Company reserves the right to charge for the same.
- 5.3 If the Customer or his representative fails to attend such tests, inspections or calibrations after seven days notice that the Products are ready therefore, the tests, inspections or calibrations will proceed and will be deemed to have been made in the presence of the Customer or its representative and the Company's statement that the Products have passed such testing, inspection or calibration shall be conclusive.

6. ACCEPTANCE, DELIVERY AND DELAY

- 6.1 The Customer shall be deemed to have accepted all Products upon their delivery by the Company to the address specified in the Proposal or upon delivery into storage.
- 6.2 The date of delivery specified by the Company in the Agreement is an estimate only. Any of the calculation of any such delivery dates shall run from the Effective Date. The time for delivery shall not be of the essence of the Agreement and the Company shall not be liable for any loss, damages, charges or expenses caused directly or indirectly by any delay in the delivery of Products and/or Services.
- 6.3 Unless otherwise stated in the Proposal the Company shall not be liable for liquidated damages in the event of late completion of work.
- 6.4 If delivery is delayed due to any act or omission of the Customer, the Company shall be entitled to place the Products in a suitable store at the Customer's sole expense. Upon placing the Products into store, delivery shall be deemed to have occurred, risk in the Products shall pass to the Customer and Customer shall be invoiced for the Products by the Company accordingly.
- 6.5 Any delays or disruption including but not limited to disturbance, hindrance or interruption to the Company's normal working methods whether caused by the Customer, its employees, agents or Agreementors, shall give rise to the Company's right to Variation and compensation either under the Agreement or as a breach of Agreement. Any operational restrictions at the worksite or adverse weather conditions will be charged to the Customer based upon the daily rates for the personnel and plant effected plus any other costs reasonably incurred by the Company. The calculation of the resulting loss and/or expense shall be made by the Company and substantiated by contemporaneous records. The Company has the right to use any established and recognised method in calculating the compensation in respect of delay and disruption costs.

7. PAYMENT

- 7.1 Unless otherwise stated in the Proposal the Customer must pay the Company in full within 30 days of the date of each invoice. Payment shall be made in full without set off or counterclaim or withholding in anyway by the Customer.
- 7.2 The Products and Services shall be invoiced in accordance with the payment schedule contained within the Proposal.
- 7.3 If the Company incurs any costs in relation to the storage of any Products, including but not limited to the cost of insurance, maintenance, demurrage, and/or rectification, the Company shall invoice the Customer and the Customer shall settle the invoice immediately upon receipt.
- 7.4 All sums due under the Agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT, other duties or taxes payable in respect of all such sums shall be payable in addition to the sums due under the Proposal.
- 7.5 If the Customer fails to pay any amount due under the Agreement, the Company may charge the Customer interest on the overdue amount. The Customer shall pay the interest immediately on demand from the due date up to the date of actual payment, at a rate of 4 % per annum above the

base lending rate for the time being of the Bank of England Plc pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis.

8. VARIATIONS AND CANCELLATION

- 8.1 The Customer may at any time during the Agreement require the Company to revise the dates and time scales specified as the time or date of delivery, including the date for acceptance, and/or to undertake any reasonable alteration or addition to or omission from the Products or Services (a "**Variation**"). In the event of a Variation being required, the Customer shall formally request the Company to provide a proposal in writing setting out the effect of the proposed Variation on the Products or Services, and what adjustment if any, will be required to the Proposal, the price of the Order and/or to the dates and time scales specified.
- 8.2 Similarly the Company may propose to the Customer a Variation and in such case shall also provide to the Customer a proposal as described herein above.
- 8.3 The Company shall satisfy the Customer as to the reasonableness of any changes to the dates and time scales specified in the proposal and any adjustments to the price of the Order resulting from Variations under this condition. The Company shall furnish such details within 14 days of receipt of the Customer's request or within such period as may be mutually agreed.
- 8.4 The Company shall not, and shall have no obligation to, implement the relevant Variation unless and until the relevant proposal or any mutually agreed amended proposal has been accepted by the Customer in writing. Upon such acceptance, the relevant proposal, or mutually agreed amended proposal (as the case may be), as so accepted, shall constitute a Variation for all the purposes of this condition and the Agreement.
- 8.5 No Variation under the above shall invalidate the Agreement but if such Variation involves a change in the Proposal, an increase or decrease in the cost to the Company for carrying out the Order and/or a change to any of the dates and time scales specified in the Proposal, an appropriate adjustment to the Proposal, the price of the Order and/or to the dates and time scales specified in the Proposal (being the adjustment set out in the relevant proposal or amended proposal accepted by the Customer in writing pursuant to the above) shall be deemed to have been made with effect from the date of the relevant acceptance by the Customer as aforesaid.
- 8.6 Notwithstanding the foregoing, the Company shall be under no obligation to implement any Variation which could in its opinion give rise to a defect, and to the extent that the Company agrees to implement such Variation, but disclaims responsibility therefore, any defect in the Products or Services shall not be a defect for any purpose of the Agreement, and in particular, but without limitation of the foregoing, any change required by reason of the implementation of such Variation shall, for the purposes of these provisions, be deemed to be a design provided by the Customer in respect of which the Company gives no warranties and the aforesaid disclaimer shall be deemed to be the note relating thereto.
- 8.7 In the event that the Proposal is cancelled or varied, the Customer will be liable to the Company for its reasonable costs of fulfilling its obligations under the Proposal up and until the date of variation or cancellation. It shall also be liable for any expenses reasonably incurred by the Company as a result of the cancellation/ variation, and the Customer shall be liable for any lost profit reasonably demanded by the Company.
- 8.8 If prior to the variation or cancellation of the Agreement, the Company has purchased, and/ or is in possession of Products from a third party, for supply on to the Customer pursuant to the Agreement, then the Customer shall be liable for any payments made by the Company to the third party. If the Company has paid the full cost of any Products the Customer shall be liable for these costs and as a result shall still be supplied with the Product.

9. WARRANTY

- 9.1 The Company warrants that as from the date of delivery for a period of 12 months, the Products and any component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any subsequent warranties described in the Proposal are manufacturer's warranties only.
- 9.2 The Company warrants that the Services performed under the Agreement shall be performed using reasonable skill and care, and a quality conforming to generally accepted industry standards and practices.
- 9.3 The Customer must notify the Company in writing of any breach of warranty within the relevant warranty period.
- 9.4 The Company will at its sole discretion either replace, repair, correct defects or pay to the customer the cost of replacing or repairing, part or all of Products that are defective.
- 9.5 Where the proceeding paragraphs cannot legally operate and to the extent permitted by law the Company's liability is limited as follows:
 - 9.5.1 For breach of any warranty, condition, representation or other term implied by law, unless otherwise stated in the Proposal, to the cost of replacing or repairing (at the Company's option) the Product or of re supplying the Services in respect of which the breach occurred; and
 - 9.5.2 For any other breach of Agreement claim, unless otherwise stated in the in the Proposal, to the price of the Products or Services in respect of which the breach occurred.
- 9.6 For the avoidance of doubt the Company shall not be liable for any additional costs or contra-charges claimed by the Customer.

10. LIMITATION OF LIABILITY

- 10.1 To the extent permitted by law the Company shall in no event be liable to the Customer for any loss of business, loss of opportunity, or loss of profits or any form of indirect or consequential loss arising in relation to the Products and Services provided by the Company.
- 10.2 Subject to condition 9.3, and notwithstanding anything contained in these conditions or the Order, the Company's liability to the Customer in respect of the Order, in Agreement, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to 100 per cent of the price of the Proposal.
- 10.3 Nothing in the Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the negligence of the Company's agents, employees or sub Agreementors.

11. INDEMNITY

- 11.1 The Customer shall indemnify the Company against all claims, costs and expenses which the Company may incur directly or indirectly from the Customers breach of any obligations under the Agreement.

- 11.2 The Customer shall indemnify the Company against all claims, costs and expenses resulting from the infringement of patents and trademarks arising from the Company's compliance with the designs and instruction of the Customer. All licence fees and royalties are the exclusive responsibility of the Customer.
- 11.3 Where the Company supplies or arranges for the supply of Products and/or Services provided by a third party, the Customer agrees to comply with the terms and conditions stipulated by this third party. The Customer shall indemnify the Company against any liability and loss which may arise from a breach of such terms and conditions by the Customer.

12. INSURANCE AND RISK

- 12.1 The risk in the Products shall remain with the Company until delivery or deemed delivery has taken place.
- 12.2 The risk in the Products shall pass to the Customer upon delivery.
- 12.3 Both parties shall have in place with regard to the provision of Products to the Customer by the Company for the duration of this Agreement, at its own cost such insurance policies as are reasonable and adequate having regard to its obligations and liabilities under this Agreement; including but without limitation:
- 12.3.1 public liability insurance for not less than £1 million per claim and in aggregate annually; and
 - 12.3.2 product liability insurance for the value of this Order per claim and in aggregate annually.
- 12.4 Both parties shall have in place with regard to the provision of Services to the Customer by the Company for the duration of this Agreement, at its own cost such insurance policies as are reasonable and adequate having regard to its obligations and liabilities under this Agreement; including but without limitation:
- 12.4.1 public liability insurance for the value of turnover generated per year for each claim and in aggregate annually; and
 - 12.4.2 employers liability insurance for not less than £5 million.
- 12.5 Both parties shall ensure that the other parties interest is noted on each insurance policy, or that a generic interest clause has been included.

13. TERMINATION

- 13.1 Either party may terminate this Agreement with notice in writing to the other if:
- 13.1.1 the other party commits a material breach of this Agreement and in the case of the party being able to remedy the breach they fail to remedy the breach within 30 days of being given notice from the other party of the breach; or
 - 13.1.2 the other party passes a resolution for the winding up of the business or a English court or court of any competent jurisdiction makes an order to that affect, or the other party is declared insolvent, or proposes to make arrangements for the appointment of a liquidator, receiver, administrator, manager, or either party makes any compromise with its creditors for the payments of its debts; or
 - 13.1.3 the other party ceases to trade as a business.
- 13.2 If either Party terminates the Agreement, the Company shall be entitled to:-
- 13.2.1 the direct and overhead costs (together with a reasonable profit thereon) incurred by the Company in the performance of the Agreement, and
 - 13.2.2 reasonable costs incurred by the Company with respect to the termination of the Agreement and with respect to settlement with supplier and sub-contractors as a result of such termination, and
 - 13.2.3 an amount equal to the balance of overhead recovery and profit which would have been achieved by the Company if the Company had completed the Agreement.

14. CONFIDENTIALITY

- 14.1 Each Party ("**Receiving Party**") shall keep the Confidential Information of the other Party ("**Supplying Party**") confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the Confidential Information of the Supplying Party for the Purpose and for performing the Receiving Party's obligations under the Agreement. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this Clause 14, and ensure that the Receiving Party's officers, employees and agents meet the obligations.
- 14.2 The obligations of Clause 14 shall not apply to any information which:
- 14.2.1 was known by or in the possession of the Receiving Party before it was provided to the Receiving Party by the Providing Party;
 - 14.2.2 is, or becomes, publicly available through no fault of the Receiving Party;
 - 14.2.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - 14.2.4 was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of, the Confidential Information supplied by the Supplying Party; or
 - 14.2.5 is required to be disclosed by order of a court of competent jurisdiction.
- 14.3 The Parties acknowledge that irreparable injury may result in the event of any use or disclosure by a Party of Confidential Information of the other in violation of the Agreement and that if any Party should make, or attempt to make, any such use or disclosure, the other Party shall be entitled, in addition to such other remedies, damages and relief as may be available under applicable law, to an injunction prohibiting such use or disclosure or specifically enforcing the provisions hereof, as the case may be. The Parties further agree that in the event that a Party or any of its employees (including former employees) have used or disclosed Confidential Information in violation of the Agreement, such Party will pay and reimburse the other Party for any and all direct, consequential or incidental loss, damage, cost or expense resulting from or arising out of any such use or disclosure (including, without limitation, economic loss relating to the loss of the confidentiality of such Confidential Information, lost profits, benefits gained by the breaching Party through such use or disclosure, costs of remedying such violation and/or mitigating the damage therefrom, costs of redeveloping, redesigning, reengineering and/or otherwise replacing the Confidential Information and costs of preventing additional disclosure), together with all reasonable legal fees and other legal expenses (including, without limitation, investigation expenses, expert witness fees and other

professional fees or expenses) incurred by the other Party in connection with the enforcement of its rights hereunder. The Parties agree that nothing in the Agreement shall be construed to limit or supersede the common law of torts or statutory or other protection of trade secrets where such law provides the Parties with greater protections or protections for a longer duration than that herein.

14.4 This Clause 14 shall survive termination of this Agreement for a period of 10 years.

15. DISPUTES

- 15.1 If any question, dispute or difference ("**Matter in Dispute**") shall arise between the Company and the Customer in relation to the Agreement which cannot be settled by agreement between the parties, within 30 days of both parties being aware of the Matter in Dispute, either Party may as soon as reasonably practicable give to the other notice of the Matter in Dispute specifying its nature and specifying the steps that the Party giving the notice considers need to be taken to resolve the Matter in Dispute.
- 15.2 If the matter is not resolved through negotiation, the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Dispute Resolution (CEDR).
- 15.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure, or if either Party will not participate in an ADR procedure, the dispute shall be referred to a single arbitrator to be appointed jointly by the parties or in the event of dispute as to such appointment to be appointed by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.
- 15.4 If and to the extent that the Housing Grants, Construction and Regeneration Act 1996 applies to this Order then the rules for adjudication set out by CEDR (Centre for Dispute Resolution) shall apply.

16. SOLICITING OF EMPLOYEES

- 16.1 Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services at any time after the date of the Agreement until the expiry of one year after the completion of the Services or one year after the earlier termination of the Company's engagement.
- 16.2 The parties acknowledge that irreparable injury may result in the event of any breach of clause 19.1 above, and the injured party shall be entitled, in addition to such other remedies, damages and relief as may be available under applicable law, to an injunction specifically enforcing the provisions hereof.
- 16.3 The parties further agree that the defaulting party will pay and reimburse the injured party for any and all direct, consequential or incidental loss, damage, cost or expense resulting from or arising out of any such default (including but not limited to economic loss relating to loss of revenue, loss of contracts, loss of anticipated business and loss of profits, and the benefits gained by the defaulting party through such breach, costs of remedying such violation and/or mitigating the damage therefrom), together with all reasonable legal fees and other litigation expenses (including, without limitation, investigation expenses, expert witness fees and other professional fees or expenses) incurred by the injured party in connection with the enforcement of its rights hereunder.
- 16.4 The parties agree that nothing in this Agreement shall be construed to limit or supersede the common law of torts or statutory or other protection of trade secrets where such law provides the parties with greater protections or protections for a longer duration than that herein.

17. FORCE MAJEURE

- 17.1 The Company shall not be in breach of the Proposal if events beyond its reasonable control prevent it from performing its obligations under this the Proposal. If circumstances or events beyond reasonable control prevent the proper performance of the affected Party's obligations for more than 90 days, then the Company may immediately terminate this Agreement by giving written notice to the Customer.
- 17.2 If the Company is unable to perform its obligations fully it must notify the other Party in writing of the extent to which it is unable to perform. The Company's obligations to perform will be suspended for the duration of the delay arising from the force majeure. It is agreed that the parties must use all reasonable efforts to overcome difficulties arising, and resume as soon as reasonably possible the normal schedule of work.

18. SEVERABILITY

If any provisions of the Agreement are held to be invalid, unenforceable or illegal such provision shall be severed and the remaining provisions herein shall continue in full force and effect.

19. ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations under these Terms and Conditions or the Proposal.

20. WAIVER

Failure by the Company to enforce any of the terms and conditions herein shall not amount to a waiver of the terms or a waiver of the right at any subsequent time to enforce all the Terms and Conditions and the Proposal.

21. NOTICES

- 21.1 Any notice or other communications required to be given under the Agreement or the Proposal shall be in writing and shall be delivered either by recorded delivery or by fax to the Party required to receive the notice to the address and person as set out in the Proposal.
- 21.2 Any notice sent by way of recorded delivery shall be deemed to have been received on the second day after posting.
- 21.3 Any notice sent by way of facsimile shall be deemed to have been received on the date of transmission if transmitted before 4 pm on a Business Day, or the next Business Day if transmitted otherwise. A notice sent by facsimile should always be also be sent in hardcopy by post.

22. RIGHTS OF THIRD PARTIES

A person who is not a Party to the Agreement shall not have any rights under or in connection with by virtue of the Contracts (Rights of Third Parties) Act 1999.

23. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.