

CONDITIONS

BACKGROUND

These Conditions set out the basis on which Trinity Precision Engineering Limited supply goods to all customers. The Contract for supply is made up of the following:

- (a) the Order (which shall record the commercial and customer details); and
- (b) these Conditions.

If there is any conflict or ambiguity between the terms of the documents listed above, the Order shall take precedence in respect only of price, volume, specification and timing and means of delivery and any terms in the Order counter-signed by both parties and specifically acknowledged therein to vary these Conditions. The Conditions shall take precedence in all other respects.

The Customer's attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

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	has the meaning given in clause 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 16.8.
Contract	the contract between the Supplier and the Customer for the supply of Goods set out in an Order and to be supplied in accordance with these Conditions.

Customer	the person or firm who purchases the Goods from the Supplier as identified in the Order.
Delivery Location	the location set out in the Order to which the Goods are to be delivered.
Force Majeure Event	has the meaning given to it in clause 15.
Goods	the goods (or any part of them) set out in the Order.
Goods Specification	the specification for the Goods, including any relevant plans or drawings, that is agreed in writing between the Customer and the Supplier.
Intellectual Property Rights	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar

or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order the Customer's order for the supply of Goods.

Supplier Trinity Precision Engineering Limited (CRN: 08523037) of Unit B9-B10 Hamar Close, Tyne Tunnel Trading Estate, North Shields, Newcastle Upon Tyne, NE29 7XB.

1.1 Interpretation:

1.1.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.1.2 a reference to a party includes its successors and permitted assigns;

1.1.3 a reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision;

1.1.4 any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms;

1.1.5 a reference to **writing** or **written** excludes email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. Each Order shall constitute a separate contract between the Customer and the Supplier on the terms of these Conditions.

2.2 The Order shall only be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order or any act by the Supplier consistent with fulfilling the Order at which point and on which date the Contract shall come into existence on the basis of these Conditions (the **Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations of the Goods contained in the Supplier's catalogues, websites or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force.

2.4 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 law, trade custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

2.6 The Customer hereby irrevocably waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer (including any terms attached to the Order) that is inconsistent with these Conditions.

3. GOODS

3.1 The Supplier reserves the right to amend the description of the Goods set out in the Order and/or in any Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the contract number, the type and quantity of the Goods (including the code

- number of the Goods, where applicable), special storage and/or use instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall ensure that it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.3 The Supplier shall deliver the Goods to the Delivery Location or such other location as the parties may agree in writing.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. If Goods are collected by the Customer delivery shall be completed immediately on the Customer taking possession of the Goods at the Supplier's premises.
- 4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that 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.
- 4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods 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.
- 4.7 If the Customer fails to accept delivery of the Goods within two (2) Business Days of the Supplier attempting to Deliver the Goods then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the consignment:
- 4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which the Supplier attempted to deliver the Goods;
- 4.7.2 the Supplier shall store the Goods until actual delivery takes place, and the Supplier shall charge the Customer for all related costs and expenses.
- 4.8 If five (5) Business Days after the day on which the Supplier attempted to deliver the Goods, the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and charge the Customer for any shortfall below the price of the Goods.
- 4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5. QUALITY OF GOODS**
- 5.1 The Supplier warrants that on delivery the Goods shall:
- 5.1.1 conform in all material respects with the Goods Specification; and
- 5.1.2 be free from material defects in design, material and workmanship.
- 5.2 Subject to clause 5.3, if:
- 5.2.1 the Customer gives notice in writing to the Supplier within a reasonable time (and not more than 3 days after) of discovery

- that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
- 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- the Supplier shall replace the defective Goods (or part of the Goods as relevant).
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
- 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.3.3 the defect arises as a result of the Supplier following any drawing, design, specification supplied by the Customer or the Goods Specification;
- 5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
- 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 5.3.6 the Goods differ from their description 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 the Goods' failure
- to comply with the warranty set out in clause 5.1.
- 5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer.
- 6.3 At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. CUSTOMER'S OBLIGATIONS**
- 7.1 The Customer shall:
- 7.1.1 ensure that the terms of the Order and Good Specification are complete and accurate and in accordance with its requirements;
- 7.1.2 co-operate with the Supplier in all matters relating to the Goods;
- 7.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, Delivery Location, office accommodation and other facilities as reasonably required by the Supplier to assess or review any defect relating to the Goods;
- 7.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to assess or review any defect relating to the Goods, and ensure that such information is

complete and accurate in all material respects;

7.1.5 comply with all applicable laws, including health and safety laws.

7.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (a **Customer Default**):

7.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend its obligation to manufacture the Goods until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

7.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and

7.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. PRICE AND PAYMENT

8.1 The price (the **Price**) for the Goods:

8.1.1 shall be the Price set out in the Order; and

8.1.2 shall be exclusive of all costs and charges of packaging, insurance, storage, transport of the Goods, which shall be charged separately and set out separately in the Order or as otherwise notified by

the Supplier, and each of which additional costs shall be payable by the Customer at the same time as payment of the Price falls due.

8.2 The Supplier reserves the right to:

8.2.1 increase the Price of the Goods by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

8.2.1.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, transport, fuel and other manufacturing costs);

8.2.1.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered or the Goods Specification (for the avoidance of doubt it shall be in the Supplier's sole discretion as to whether or not it will agree any such requested changes after an Order has been submitted); or

8.2.1.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

- 8.3 In respect of Goods, the Supplier shall invoice the Customer in accordance with the Goods, quantities and Price and other charges agreed and set out in the Order. In the event that any such terms do not appear in the Order, the Price payable shall be in accordance with the number of Goods delivered and the Supplier's then applicable price(s) listed for the Goods and the charges payable shall be as notified by the Supplier to the Customer at the time of delivery.
- 8.4 The Customer shall pay each invoice submitted by the Supplier:
- 8.4.1 within 30 days of the date of the invoice; and
- 8.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- time for payment shall be of the essence of the Contract.
- 8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, 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 the Goods at the same time as payment is due for the supply of the Goods.
- 8.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer 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 day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.8 The Purchase Orders placed on the Supplier are divisible. If the Goods and / or services are delivered or completed in instalments, each instalment completed shall be: i) deemed to arise from a separate contract and ii) invoiced separately; and (iii) any invoices for an instalment shall be payable in full in accordance with the terms of payment provided therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any contract.
- 8.9 Any stock of Goods or other materials held at the Supplier's premises which has been invoiced by the Supplier to the Customer and is to be called off by the Customer at a later date will be paid for in full by the Customer in accordance with the terms of the invoice. Whilst the Supplier holds these Goods on the Customer's behalf, title for those Goods will pass to the Customer on payment of the invoice in full. Risk in the Goods shall pass to the Customer at the moment of collection from the Supplier (whether by courier or by the Customer itself). All payments made in relation to the Goods/stock held at the Supplier's premises which is called off by the Customer at a later date will be made without deduction for contra or other off-set not previously advised.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Goods (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 9.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the

Contract for the purpose of performing its obligations under the Contract.

9.3 The Customer acknowledges and agrees that it will not use the Supplier's Intellectual Property Rights or the existence or terms of this Contract in any promotional or marketing material, publicity, press release or public announcement or otherwise without the prior written consent of the Supplier.

9.4 The Customer agrees to immediately notify the Supplier of any actual or threatened claim that any of the Supplier's Intellectual Property Rights are invalid, are opposed or infringe the rights of a third party and the Supplier shall have sole conduct of any such claim, and the Customer shall provide reasonable support and assistance to the Supplier in dealing with any such claim and shall not settle or compromise such claim without the prior written consent of the Supplier.

9.5 The Customer shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to 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 Supplier arising out of or in connection with any breach of this clause 9 by the Customer, including as a result of the actions or omissions of any of its employees, consultants, staff and representatives.

10. DATA PROTECTION

10.1 Neither the Supplier nor the Customer shall be engaged in processing personal data on behalf of the other party for the purposes of the Contract.

10.2 The parties:

10.2.1 agree to comply with all of their respective obligations under the applicable data protection legislation; and

10.2.2 in the event that any data processing or data sharing obligations do arise under this Contract, they shall enter into a separate agreement for the purpose of such sharing and/or processing such data to the extent required by law.

11. CONFIDENTIALITY

11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five (5) years after termination or expiry of the Contract, disclose to any person the Goods Specification (and any plans and drawings created in connection or arising from the Goods Specification) and any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

11.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

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

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 The limits and exclusions in this clause 12 reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

12.2 The restrictions on liability in this clause 12. apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

12.3.1 death or personal injury caused by negligence;

12.3.2 fraud or fraudulent misrepresentation; and

12.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979.

12.4 Subject to clause 12.3, the Supplier's total liability to the Customer shall not exceed the Price payable for the Goods under the subject Order.

12.5 Subject to clause 12.3 the Supplier shall not be liable to the Customer for the following types of loss which are wholly excluded:

12.5.1 loss of profits;

12.5.2 loss of sales or business;

12.5.3 loss of agreements or contracts;

12.5.4 loss of anticipated savings;

12.5.5 loss of use or corruption of software, data or information;

12.5.6 loss of or damage to goodwill; and

12.5.7 indirect or consequential loss.

12.6 The Supplier has given commitments as to compliance of the Goods with the matters set out in clause 5. In view of these

commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

12.7 This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract by giving the Customer not less than one (1) month's written notice.

13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.2.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

13.2.2 the other party 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

13.4 Without affecting any other right or remedy available to it, the Supplier may suspend the delivery of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2.2 to clause 13.2.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract:

14.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

14.1.2 the Customer shall return any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. FORCE MAJEURE

15.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation: (a) act of God, explosion, flood, tempest, fire or accident; (b) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (c) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (d) import or export regulations or embargoes; (e) any change in any law(s) that has an impact on the parties' rights and/or responsibilities under this Contract; (f); any government guidance or instruction(s) applicable to either party or its suppliers (and any difficulties in obtaining supplies), arising as a result of any epidemic, pandemic, or outbreak of disease, (any and each a **Force Majeure Event**).

15.2 The time for performance of such obligations shall be extended accordingly.

15.3 If the period of delay or non-performance caused by the Force Majeure Event continues for 4 weeks, the party not affected may terminate the Contract by giving 7 days written notice to the affected party.

16. GENERAL

16.1 ASSIGNMENT AND OTHER DEALINGS

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

16.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

16.2 NOTICES.

16.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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).

16.2.2 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; and
- 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.

16.2.3 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.

16.3 SEVERANCE.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the

Contract is deemed deleted under this clause 16.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

16.4 WAIVER.

16.4.1 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.

16.4.2 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.

16.5 NO PARTNERSHIP OR AGENCY.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 ENTIRE AGREEMENT.

16.6.1 The Contract constitutes the entire agreement between the parties.

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

16.7 THIRD PARTY RIGHTS.

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties).

16.8 VARIATION.

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.9 GOVERNING LAW.

The Contract 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 laws of England.

16.10 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 Contract or its subject matter or formation.