

Terms and conditions of purchase

Agreement means the agreement between the Company and the Contractor evidenced by the Order and these Standard Terms and Conditions for Purchasing Goods and Services, and all other documents annexed to the Agreement or expressly and specifically incorporated under any Special Conditions;

Company means Your Workspace a trading name of Euroworkspace Limited and its successors and permitted assigns;

Confidential Information means any and all materials and information regarding the Company's business activities, including but not limited to information received from the Company's clients, technical information, intellectual property, software and other sensitive business, personnel, and financial information protected by the Company or purchased by the Company under specific licensing and contractual agreements;

Contractor means the person, firm or company named in the Purchase Order who is required to supply the Goods or perform the Services and includes all of the Contractor's Personnel;

Defective Goods and Services means any part of the Goods and Services which are defective or not delivered or executed, as the case may be, in accordance with the Agreement;

Delivery Date means the time for delivery of the Goods and completion of the Services as set out in the Order as may be varied as reasonably required to cater for any requests for changes or additions to the Goods and/or Services;

Goods means the materials, machinery, plant, equipment, apparatus, items, property or other things to be supplied by the Contractor to the Company as specified in the Agreement;

Mandatory Policies means the Company's anti-slavery and human trafficking, anti-bribery, data protection and privacy policies;

Order means the purchase order for or form of agreement for the purchase of Goods or Services forming part of the Agreement;

Personnel means the directors, officers, employees, shareholders, contractors, subcontractors (of any tier), legal advisers, representatives, consultants and agents of the Company or the Contractor as the case may be;

Point of Delivery means the delivery point specified in the Order;

Price means the price payable by the Company for the Goods and / or Services as set out in the Order;

Services means the work to be performed by the Contractor as specified in the Agreement and includes but is not limited to design, delivery, installation, inspection and testing specified or required to be performed pursuant to the Agreement; and

Special Conditions means an amendment to these Standard Terms and Conditions for Selling Goods and Services as agreed between the parties and set out in the Order and which shall take precedence over these Standard Terms and Conditions.

Statutory Requirements includes, without limitation:

The Laws of England;

Relevant international law and conventions;

Applicable maritime laws and conventions;

Acts and ordinances of any Country, State or Territory in which the supply of any Goods or performance of any Services is carried out;

Ordinances, regulations, by-laws, orders or proclamations under acts and ordinances;

Directions given by persons, pursuant to the exercise of statutory powers, which affect the supply of Goods or performance of the Services; and

All other laws, regulations, conventions, orders and directions given by or on behalf of any governmental or semi-governmental authority or body which may apply to the supply of the Goods or performance of the Services.

2.0 ACCEPTANCE OF AGREEMENT

The Agreement shall become a binding contract upon the earlier of:

The Contractor signing and returning an acceptance copy of the Agreement; or

The Contractor supplying the Goods or performing the Services pursuant to the Agreement; or

The Contractor otherwise acknowledging acceptance of the Agreement.

3.0 ASSIGNMENT

The Contractor shall not assign the Agreement or any rights or obligations thereunder without the prior written consent of the Company.

4.0 VARIATION OF AGREEMENT

4.1 Save as set out in The Agreement as special conditions ("Special Conditions") the terms and conditions of the Agreement shall not be varied and no conditions

contained in quotations, letters, advice notes, invoices, or other communications issued by the Contractor shall annul or vary them or any instructions contained in the Agreement.

4.2 The Goods and Services shall not be varied except as directed or agreed in accordance with this Clause 4.

4.3 The Contractor must implement any variation directed by the Company in writing.

4.4 The Company may at any time issue a notice in writing to the Contractor proposing a variation (Variation Notice).

4.5 The Contractor will, within ten (10) days of receipt of a Variation Notice, advise the Company in a Variation Order Request form of:

The cost or cost savings of implementing the proposed Variation, which will be deemed to include the cost of all delay or disruption resulting from the proposed Variation;

The effect of the proposed Variation on achieving Delivery by any Delivery Date;

The effect of the proposed Variation on the Goods or Services; and

Any other information reasonably required by the Company

4.6 If the proposed Variation is likely to delay the Contractor in achieving Delivery by any Delivery Date, the Variation Order Request form will also:

Detail the Contractor's assessment as to whether it is practicable to accelerate the progress of the Goods or Services (or relevant part) by an earlier date; and

If it is practicable to accelerate the progress of the Goods or Services (or relevant part), provide an estimate of the earlier date and the acceleration costs.

4.7 The Company will, within a reasonable time following receipt of a Variation Order Request form completed by the Contractor notify the Contractor in writing that it:

Accepts the Variation Order Request and directs the Contractor to proceed with the Variation in which case the Delivery Date and price for the Goods and Services will be adjusted in accordance with the Variation Order Request;

Does not accept the Variation Order Request, but directs the Contractor to proceed with the proposed Variation in which case the Company will assess the Contractor's Entitlement to an adjustment to the Delivery Date and the price for the Goods and Services in accordance with the Agreement; or

Withdraws the proposed Variation.

4.8 Urgent Variations

If the Company requires a Variation as a matter of urgency the Company may direct the Contractor to perform a Variation (Urgent Variation).

4.9 Contractor Initiated Variation

a. If, at any time, the Contractor wishes to propose a Contractor Initiated Variation, then the Contractor may do so by serving upon the Company a Company Variation Order Request form accompanied by all necessary supporting documentation providing:

i. All costs or cost savings resulting from implementing the Contractor Initiated Variation;

ii. The effect of the Contractor Initiated Variation on achieving Delivery by the Delivery Date

iii. The effect of the Contractor Initiated Variation on the Goods or Services; and

iv. Any other information reasonably required by the Company.

b. The Company will, within a reasonable time following receipt of a Contractor Initiated Variation Request, notify the Contractor in writing whether to implement the Contractor Initiated Variation.

c. If the Company approves the Variation Order Request, it will be signed by a duly authorised representative and the Company shall instruct the Contractor how to proceed whereupon the document shall become a Variation Order upon which the Contractor shall proceed as directed.

d. If the Company rejects the Variation Order Request, it will be signed by a duly authorised representative and transmitted to the Contractor with an instruction not to proceed.

4.10 Valuing of Variations and adjustments to the Price

The cost of any Variation and any adjustment to the Price under this Agreement will be ascertained as follows:

a. To the extent that the Parties have agreed the said cost and adjustment to the said Price, then the amount so agreed;

b. To the extent that the Agreement provides for the amount of the said cost and adjustment, then that amount;

c. To the extent that the rates contained in the Agreement apply, by applying those rates; or

d. To the extent that those provisions do not apply, by arriving at a reasonable amount, having regard to any increase or decrease in the costs that have been or will be incurred by the Contractor, as determined by the Company.

5.0 DRAWINGS AND SPECIFICATIONS

5.1 If the Contractor considers there is any omission, inconsistency or inaccuracy in the specifications or drawings specified or provided by the Company or that any modification should be made thereto, the Contractor shall notify the Company in writing forthwith.

5.2 No deviation from or modification to the specifications or drawings or substitution of material shall be made unless authorised in writing by the Company. The Company may order in writing any changes, extras or deletions which are within the Contractor's capacity to execute. An equitable adjustment shall be made in the price to take into account such changes, extras or deletions which are within the Contractor's capacity to execute. Specifications, drawings or other technical data supplied by the Company in connection with the Agreement shall be maintained in confidence by the Contractor and shall not, without the Company's prior written consent, be either disclosed to any third party or used by the Contractor except for the purposes of carrying out their obligations under the Agreement.

6.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

6.1 All plans, drawings, designs and specifications supplied by the Company to the Contractor shall remain the property of the Company and any information derived therefrom or otherwise communicated to the Contractor shall be regarded as strictly confidential, to be used exclusively by the Contractor for the purposes of performing its obligations under the Order and shall not be disclosed to any third party without the Company's prior approval in writing. All such plans, drawings, designs and specifications, together with all copies thereof taken by the Contractor shall be returned to the Company immediately upon demand.

7.0 DELIVERY, PACKING AND SHIPMENT

7.1 The Contractor shall use its reasonable efforts to deliver the Goods and perform the Services in a timely fashion and in accordance with the Agreement.

7.2 The Contractor shall immediately report any delay or anticipated delay and its cause to the Company, shall keep the Company fully informed with respect thereto and also with respect to the date of actual delivery and shall take all reasonable action to eliminate the cause of delay.

7.3 The Contractor shall at its own expense ensure that the Goods are properly packed and secured in such manner as to enable them to reach the Point of Delivery in good condition.

7.4 The Contractor must properly mark and segregate all items comprising the Goods so that rapid and positive identification will be possible on receipt by the Company at the Point of Delivery. Each loose item must be marked or tagged with the Company's order number and line item number. The Contractor must apply any special marking specified in the Order.

7.5 The Contractor must ensure that all shipments of Goods include two legible packing lists with a description of each item, including serial numbers or other form of positive identification. All packages, shipments, correspondence, documents and invoices must show the Company's designated company name, order number, and also item number where applicable. Invoices shall include bills of lading, transportation bills, any cash discount terms and any discount period.

8.0 ACCEPTANCE OF GOODS

8.1 The Goods shall remain the risk and responsibility of the Contractor until acceptance by the Company upon delivery at the Point of Delivery.

9.0 DEFECTIVE GOODS AND SERVICES

9.1 All costs and damages incurred by the Company in connection with the delivery or execution, as the case may be, of Defective Goods and Services by the Contractor, including transportation charges, shall be borne by the Contractor.

10.0 PAYMENT

10.1 The price of the Goods and Services is fixed unless otherwise agreed between the Company and the Contractor.

10.2 Subject to Clause 10.4 below the Contractor shall submit invoices in accordance with the Order.

10.3 If a Contractor's invoice is disputed the Company shall pay the undisputed portion of the invoice within 45 days from the date the invoice is received by the Company.

10.4 Where milestone payments are applicable to the Agreement the Contractor shall submit to the Company a Milestone Completion Notification form accompanied by all relevant supporting documentation once the Contractor reasonably considers that a milestone has been reached. Once a duly authorised representative of the Company has reviewed, approved, signed and returned the said form to the Contractor, the Contractor shall submit the relevant invoice to the Company and subject to clause 10.3 above the Company shall pay the invoice within 45 days of receipt of the same.

11.0 TERMINATION

11.1 If either party goes into receivership or liquidation or ceases to trade before the time of delivery of the Goods or completion of the Services, the other party may, at its option, terminate the Agreement forthwith without penalty or liability and may hold the other party responsible for all and any costs, expenses and damages arising out of such termination.

11.2 The Company may, at its option, for any reason and at any time, terminate or suspend the Agreement in whole or in part and by notice in writing to Contractor and the Contractor shall immediately stop all performance of the Agreement except as otherwise directed by the Company.

11.3 If the Agreement is terminated or suspended for any reason, the Company shall make payment to the Contractor to the extent defined within the following categories:

With respect to Goods specifically manufactured to the Company's specifications and drawings, for all work satisfactorily performed up to the date of termination adequately substantiated by any copy sub-orders for material delivered to the Contractor, time cards, material lists and any other pertinent supporting data;

With respect to Contractor supplied stock/proprietary Goods, for any Goods received by the Company at the time of termination;

With respect to any Goods not clearly identified within (a) or (b) above, such Goods will be the subject of negotiation between the parties to reach a satisfactory agreement; and

In the case of suspension, the impact shall be subject to negotiation to reach a satisfactory agreement.

11.4 All relevant materials, fabricated and/ or part fabricated items paid for in full by the Company and all related documentation held by the Contractor shall be and shall remain at all times the property of the Company and the Company reserves the right and shall be entitled at any time within normal business hours to enter any premises rented to or let to, occupied by or belonging to the Contractor upon giving reasonable prior notice in order to enable the Company to remove all of the aforementioned items from the said premises if termination or suspension of the Agreement is reasonably considered necessary by the Company.

12.0 TITLE AND RISK

12.1 Title to all Goods shall pass to the Company upon delivery to the Company at the Point of Delivery.

12.2 Risk of loss and damage to the Goods shall remain with the Contractor until the Goods are delivered to, unpacked, checked and accepted by the Company at the Point of Delivery at which time risk of loss and damage to the goods shall pass to the Company.

13.0 GOODS TO BE FREE OF ENCUMBRANCES

The Contractor warrants full, clear and unrestricted title to the Company for all Goods supplied by the Contractor under the Agreement and warrants that they are free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances.

14.0 PERFORMANCE OF SERVICES

The following conditions apply to the Services:

All Services must be performed in a proper and workmanlike manner and in accordance with good industry practice;

The Company and the Contractor must respectively supply such labour, tools, equipment and materials as are necessary and as specified in the Order to complete the Services;

The Contractor must use its best endeavours not to impede or interfere with other work or operations conducted at the location at which the Services are being performed ("the Location");

The Contractor and Contractor's Personnel enter the Company's premises or Location at the Contractor's sole risk;

The Contractor and Contractor's Personnel must comply with all safety regulations of the Company, all statutory requirements and in accordance at all times with the reasonable directions of the Company while on the Company's premises or at the Location;

The Contractor shall, during the warranty period set out in the Order or otherwise agreed between the parties, with all reasonable speed and without cost to the Company, re-perform the Services or any part thereof found to be defective in accordance with such notice as the Company shall serve on the Contractor at any time and from time to time.

15.0 GOODS NOT IN COMPLIANCE WITH CONTRACT

15.1 The Contractor warrants the Goods shall be of suitable quality, consistency and strictly in accordance with the Agreement and will comply with all Statutory Requirements and good industry standards;

15.2 The Contractor represents and warrants that the Goods are free from all defects in design, workmanship and materials, are fit for the purpose expressly specified in the Order and are in compliance with all applicable drawings and specifications, unless otherwise agreed in writing by the Company.

15.3 The Contractor shall, during the warranty period set out in the Order or otherwise agreed between the parties and with all reasonable speed and without cost to the Company, replace and repair the Goods or any part thereof found to be defective due to faulty materials, workmanship or design (other than design specified in detail by the Company) or any other act of omission by the Contractor.

15.4 The above warranties are in addition to the Company's rights at applicable law.

16.0 INSPECTION, EXAMINATION AND TESTING

The Company and the Company's clients (of any tier) may inspect and test the Goods at any time prior to delivery. The Contractor shall afford the Company's representatives every facility for such purpose, including access to the Contractor's or its subcontractor's premises at all reasonable times. The Contractor 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 Contractor's obligations under the Agreement. If following such inspection or testing the Customer or its client considers that the Goods do not conform or are unlikely to comply with the Contractor's representations and warranties set out in clause 15 the Company shall inform the Contractor and the Contractor shall immediately take such remedial action as is necessary to ensure compliance. The Company or its client may conduct further inspections and tests after the Contractor has carried out its remedial actions.

17.0 REMEDIES

If the Goods are not delivered on the Delivery Date, or do not comply with the representations and warranties set out in clause 15, then without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Company may exercise any one or more of the following remedies:-

17.1

(a) To terminate the Agreement;

(b) to reject the Goods (in whole or in part) and return them to the Contractor at the Contractor's own risk and expense;

(c) to require the Contractor to repair or replace the rejected Goods or to provide a full refund of the price of the rejected Goods (if paid).

(d) to refuse to accept any subsequent delivery of the Goods which the Contractor attempts to make;

(e) to recover from the Contractor any costs incurred by the Company in obtaining substitute goods from a third party; and

(f) to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Contractor's failure to carry out its obligations under the Agreement.

17.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Contractor.

17.3 The Company's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

17.4

a. Neither party shall be liable to the other party for indirect, special, consequential loss or punitive damages, including but not limited to those arising from business interruption, loss of production, loss of use, or loss of profits;

b. Each party shall notify the other party immediately of any claim, demand, or action that may be presented to or served upon it by any party arising out of or as a result of the performance of the Services and shall afford such other party opportunity to assume the defence of such claim, demand, or action and to protect itself under the obligations of this clause¹⁹;

18.0 INDEMNITY

18.1 Indemnity by the Contractor.

The Contractor shall indemnify and keep indemnified the Company from and against all claims arising out of or in the course of or caused by the supply of Goods or the performance of Services or otherwise in connection with the Agreement arising from: Personal injury, illness or death of:

a. Personal injury, illness or death of:

i. Any of the Contractor's Personnel (even if caused by or contributed to by the negligence of the Company); and

ii. Any other person (other than a person for whom the Company is responsible under clause 19.2 a) (1) to the extent the injury, illness or death is caused by the Contractor or the Contractor's Personnel.

b. Loss or damage to

iii. Any property owned, hired or supplied by the Contractor or the Contractor's Personnel even if caused by or contributed to by the negligence of the Company; and

iv. Any other property (other than property for which the Company is liable under clause 19.2 b) (1) to the extent the loss or damage is caused by the Contractor or the Contractor's Personnel.

18.2 Company's General Indemnity.

The Company shall indemnify and keep indemnified the Contractor from and against all claims in connection with the Agreement arising from:

a. Personal injury, illness or death of:

i. Any employee of the Company even if caused by or contributed to by the negligence of Contractor; and

ii. Subject to clause 19.1 a) (1) any person other than a person for whom the Contractor is responsible under clause 19.1 a) (2) to the extent that the injury, illness or death is caused by the Company;

b. Any loss or damage to

i. Any property owned by the Company even if caused by or contributed to by the negligence of the Contractor; and

ii. Subject to clause 19.1 b) (1) any loss or damage to any property other than property for which the Contractor is responsible under clause 19.1 b) (2) to the extent the loss or damage is caused by the Company.

19.0 TAX ON GOODS AND SERVICES

19.1 In this clause:

“supply”, “input tax”, “output tax” and “tax invoice” have the same meaning as in the Value Added Tax Act 1994 (as amended) or any equivalent statutory provision or Act governing the country in which the Goods or Services are supplied.

“VAT” means a tax payable on a supply per the Value Added Tax Act 1994 (as amended) or any equivalent tax payable in the country in which the Goods or Services are supplied and if VAT or any equivalent tax is or will be payable on any supply made under the Agreement, the party making the supply may charge to the recipient the amount of that VAT or the equivalent tax, subject to the party making the supply issuing to the recipient a tax invoice in respect of the supply.

20.0 INSURANCE

20.1 Insurance Responsibility of the Contractor:

The Contractor shall, before supplying any Goods or performing any Services effect insurances pursuant to all Statutory Requirements on the basis set out in the Agreement.

The effecting of the said insurances shall not in any way affect the liability or obligations of the Contractor under this Agreement or otherwise.

20.2 Workers Compensation/Employers Liability Insurance:

a. The Contractor shall insure in compliance with the Statutory Requirements of the location in which the Contractor has employees engaged in the performance of the supply of Goods and the performance of Services and such other laws as are properly applicable in respect of insurance against any and all liability to its Personnel:

Workers' compensation, work health or safety (including occupational disease and occupational safety) and in addition for liability at common law to any such persons for death or injury (including illness). The common law section of the policy shall be for an amount of no less than £5,000,000; and

Employer's liability insurance with a limit of £10,000,000 per occurrence in the event any workers are not covered by common law workers compensation.

Professional indemnity insurance with a limit of £1,000,000 per occurrence

20.3 Liability Insurance.

The Contractor shall insure under a comprehensive public, occupiers and products liability policy, including coverage for all liabilities assumed in the Agreement including coverage for owned or chartered aircraft and marine craft, if any, to

cover all sums which the Contractor shall become legally liable to pay as compensation consequent upon:

Accident, death of, or bodily injury (including illness) to, any person;

Accidental loss of or damage to property of a third-party other than the Company's Personnel;

Pollution originating out of or in connection with vessels or other equipment owned, rented or hired by the Contractor;

Occupiers liability,

Occurring anywhere that the Contractor is engaged in, or about the performance of the supply of the Goods, or performance of the Services. The limit of liability under the policy shall be not less than £5,000,000 for each and every occurrence. The policy shall include a cross liability clause stipulating that the insurance will apply in the same manner as though a separate policy had been issued to each "Named Insured".

20.4 Certificate of Currency and Inspection:

If the Company so requires and prior to the supply of any Goods or the performance of any Services, the Contractor shall arrange for its insurance brokers and insurers to provide the Company with certificates of insurance which certify that all coverages required by the Agreement to be taken out by the Contractor are in place.

20.5 Claims Procedure.

If any event occurs which may give rise to a claim involving the Company under any policy of insurance effected by the Contractor as required by this clause, it shall notify the Company within 14 days of occurrence, and shall ensure that the Company is kept informed of all and any subsequent actions and developments concerning the claim.

20.6 Failure by the Contractor to Insure:

In the event of the Contractor failing to effect or to keep in force such insurances the Contractor agrees to indemnify and keep harmless the Company from any loss or damage sustained or arising from the Contractor's acts or omissions.

20.7 General Provisions Regarding the Contractor's Insurance:

- a. The Contractor shall at all times be responsible for complying with and abiding by the terms and conditions of the insurances and coverage to be arranged by it pursuant to this clause 21.
- b. The Contractor shall pay all premiums, contributions and deductibles in respect of the Contractor's insurances.
- c. The Contractor's insurances will be arranged with financially secure insurers.
- d. The Contractor must ensure that each subcontractor carries insurance of the types and amount necessary to cover all and any risks inherent in the work performed by that subcontractor.

21.0 ACCESS TO COMPANY PREMISES

21.1 The Contractor agrees to abide by and comply with any and all applicable regulations, and policies including, but not limited to, safety and health, drug and/or alcohol abuse, regulations, and other policies as are in effect, or become known, irrespective as to whether such regulations or policies originate from or by a federal or state government body, agency or department.

21.2 The Contractor acknowledges and agrees with the Company that:

The Company remains in possession of its work sites at all times; and

The Company retains overriding control of its work sites and all persons within those work sites.

21.3 Where the supply of Goods or the performance of Services requires the Contractor to enter the Company's work sites, the Contractor and Contractor's Personnel must comply with all safety and health, drug and alcohol policies and other policies and procedures as are in effect, or become known at all Company work sites.

21.4 The Contractor and Contractor's Personnel must comply with all Statutory Requirements applicable to entry by the Contractor or Contractor's Personnel onto Company work sites.

22.0 TAXES AND DUTIES

22.1 The Contractor accepts responsibility and liability for payment of any taxes and duties including but not limited to corporate taxes, payroll taxes or employment benefits applicable to the Contractor and the Contractor's employees and shall promptly reimburse the Company for any of said taxes and employment benefits which, by law, the Company may be required to pay.

22.2 The Company may, without liability to the Contractor, withhold any taxes or other government charges or levies from any payments which would otherwise be made by the Company to the Contractor to the extent that such withholding may be required by the existing or future legislation, orders, rules or directions of any competent taxing authority. The Company shall provide a receipt issued by the competent taxing authority in respect of any tax withheld.

23.0 STATUTORY REQUIREMENTS

23.1 The Contractor shall comply with all Statutory Requirements that relate in any way to the supply of the Goods or performance of the Services.

23.2 The Contractor guarantees that all Goods, equipment, Services, work and other items supplied pursuant to the Agreement will comply with all statutory requirements.

23.3 The Contractor shall give all notices, make all applications and pay all fees and expenses, including and without limitation, increased or new fees and expenses, necessary to ensure compliance with the said statutory requirements.

23.4 The allocation of a risk or responsibility to a party under this clause may not be construed as supporting any presumption that a fee, expense, tax or other impost is assessable or likely to be assessed against that party that is allocated that risk or responsibility.

24.0 BUSINESS AND ETHICS

24.1 Each Party hereby warrants that it has not and shall not, directly or indirectly, pay any sum or give anything of value, to any officer or employee of the other Party, or to any representative of any government or international agency or any other person or entity, for the purposes of influencing any act or decision of the recipient in relation to the Agreement/or the Order.

24.2 Each Party shall comply with all applicable laws including anti-corruption laws, in its activities in relation to the Agreement/or the Order, including but not limited to those dealing with bribery, anti-corruption, child labour, forced labour, collective bargaining, discrimination, abuse, working hours and minimum wages.

24.3 Each Party shall maintain suitable records relating to its compliance under the clause and shall make those records available to the other Party when requested.

24.4 The Contractor warrants that it has and will at all times strictly comply with the Company's mandatory policies relating to anti-slavery and human trafficking and anti-bribery

25.0 NOTICES

Any notices to be given under this Agreement shall be deemed to be sufficiently given if served in writing on the Contractor or on the Company as the case may be or sent by prepaid post or electronic transmission to the person to whom it is necessary or required to be given at the address appearing in the Order.

26.0 DISPUTES

The parties agree that any dispute(s) arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination ("Dispute"), shall be resolved in accordance with the provisions of this clause 26:

The parties agree that both during and after the duration of the Agreement each of them shall make bona fide efforts to resolve by negotiation any Dispute. In the event of a Dispute, the party alleging the Dispute shall provide written notice giving particulars of the Dispute to the other party (the "Notice of Dispute"). The parties each agree to appoint a representative and to cause their respective representatives to meet as soon as possible in an effort to resolve the Dispute. Should the Dispute not be resolved within ten (10) days of the Notice of Dispute being served on the other party, representatives of the parties at a senior management level shall attempt, in good faith, to resolve the Dispute in no more than thirty (30) days thereafter. The thirty (30) business day period commencing from the date of the Notice of Dispute, and irrespective of whether the meetings referred to herein have taken place, shall be referred to as the "Period of Discussion". A party may not commence any arbitration until after expiry of the Period of Discussion.

Subject to the express provisions of clause 26(a) above, any Dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the London Court of International Arbitration ("LCIA Rules) for the time being in force,

which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of one (1) arbitrator to be appointed in accordance with the LCIA Rules. The seat of arbitration shall be London and the language of the arbitration shall be English.

27.0 MISCELLANEOUS

27.1 If any part of the Agreement is, or becomes void or unenforceable, that part is, or will be, severed from the Agreement so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

27.2 The Agreement is governed by and is to be construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.

27.3 The Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter of the Agreement as at the date of the Agreement. In the event that the Company has added any additional terms or conditions to the Agreement or the Company has supplied its own order form or delivery documentation or invoice with different or additional terms and conditions, the terms and conditions expressly set out herein and the Agreement shall supersede and prevail over any such different or additional terms and conditions and the Contractor shall not be bound by such different or additional terms and conditions unless specifically agreed to in writing by the Contractor.