

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 9 (LIMITATION OF LIABILITY).**

**1. Interpretation**

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

**1.1 Definitions:**

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

**Business Hours:** the standard business hours.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 6 (Charges and payment).

**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 12.5.

**Contract:** the contract between ProMinent and the Customer for the supply of Services in accordance with these Conditions, the Front Cover and the Schedules.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Customer:** the person or firm who purchases Services from ProMinent.

**Customer Default:** has the meaning set out in clause 4.2.

**Data Protection Legislation:** the UK Data Protection Legislation and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Deliverables:** the deliverables or parts as set out in the relevant schedule of Services.

**Front Cover:** the front cover attached to these Conditions.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue

for passing off, 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 Services as shall be indicated on the Front Cover to these Conditions.

**ProMinent:** ProMinent Fluid Controls (UK) Limited, registered in England and Wales with company number 01252395

**ProMinent Materials:** has the meaning set out in clause 4.1(m).

**Services:** the services, including the Deliverables, supplied and installed by ProMinent to the Customer as set out in the relevant Schedules to these Conditions.

**Service Visit Rate:** ProMinent engineer's daily Charge rate as set out in ProMinent's current price list at the date of the Contract (available upon request).

**Site:** the place or places provided or made available by the Customer to ProMinent for the purposes of the Services.

**1.2 Interpretation:**

(a) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(b) A reference to **writing** or **written** includes email but not fax

**2. Basis of contract**

**2.1** The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions, the Front Cover and the Schedules.

**2.2** The Order shall only be deemed to be accepted when ProMinent issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

**2.3** Any samples, drawings, descriptive matter or advertising issued by ProMinent, and any descriptions or illustrations contained in ProMinent's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or 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 trade, custom, practice or course of dealing.

### **3. Supply of Services**

**3.1** ProMinent shall supply the Services to the Customer in accordance with the relevant Schedule in all material respects.

**3.2** ProMinent shall use all reasonable endeavours to meet any performance dates specified in the relevant Schedules, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

**3.3** ProMinent reserves the right to amend the relevant Schedules if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and ProMinent shall notify the Customer in any such event.

**3.4** ProMinent warrants to the Customer that the Services will be provided using reasonable care and skill.

### **4. Customer's obligations**

**4.1** The Customer shall:

- (a) ensure that the terms of the Order are accurate;
- (b) co-operate with ProMinent in all matters relating to the Services;
- (c) provide ProMinent, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by ProMinent for the purposes of providing the Services;
- (d) provide ProMinent with such information and materials as ProMinent may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

- (e) be responsible (at its own cost) for preparing and maintaining the Site for the supply of the Services (including but not limitation to decontamination, sanitation or rinsing) before the Services are rendered failing which ProMinent shall have the right to refuse to provide the Services
- (f) where ProMinent DULCONnex forms part of the Services, the Customer shall be responsible for providing a stable internet connection (whether through Bluetooth, wired or wireless connections); and acceptance of ProMinent service agreement/ Terms and conditions for ProMinent 4.0
- (g) provide all personnel employed by ProMinent in providing the Services with a full induction in relation to all health and safety rules and regulations and any other reasonable security requirements that apply at the Site;
- (h) provide, at the Customer's cost, to all personnel employed by ProMinent welfare facilities as required under the Workplace (Health, Safety and Welfare) Regulations 1992 (including, without limitation, regulations 20, 23, 24 and 25);
- (i) permit ProMinent, where required, to deliver and store any items of ProMinent Material or any other items necessary for the performance of the Services to the Site prior to the agreed date for commencement of the Services;
- (j) inspect the Services upon completion of such Services and provide a form (Form) that will be signed by the Customer or by a person authorised on its behalf before ProMinent's technicians depart from the Site. Such signature shall constitute the Customer's acceptance that the Services were acceptable. In the event that the Form is not signed and the technicians leave the Site, this shall be deemed acceptance of the Services, and the standard to which they have been provided.
- (k) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (l) comply with all applicable laws, including health and safety laws;
- (m) keep all materials, equipment, documents and other property of ProMinent (**ProMinent Materials**) at the Customer's premises in safe custody at its own risk, maintain ProMinent Materials in good condition until returned to ProMinent, and not dispose of or use ProMinent Materials other than in accordance with ProMinent's written instructions or authorisation;

**4.2** If ProMinent'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 (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, ProMinent shall have the right to suspend performance of the Services 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 ProMinent's performance of any of its obligations;
- (b) ProMinent shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from ProMinent's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse ProMinent on written demand for any costs or losses sustained or incurred by ProMinent arising directly or indirectly from the Customer Default.

## **5. Provision of Facilities and Site**

**5.1** The Customer warrants that the Site is safe for ProMinent to carry out the Services and in particular, but without limitation, they comply with all relevant UK health and safety legislation. The Customer will indemnify and keep indemnified ProMinent against any losses it may incur or suffer in connection with any death or physical injury suffered by any of ProMinent's employees, agents, consultants and subcontractors from the unsafe state of the Site.

**5.2** ProMinent reserves the right to refuse to provide the Services where, in the opinion of ProMinent, performance of the Services would pose a risk to the health and safety of any person including, without limitation, as a result of the Site and, any facilities of the Customer failing to comply with any of its obligations under the Contract.

## **6. Charges and payment**

**6.1** The Charges for the relevant Services under Schedule 1, Schedule 2 and Schedule 3 shall be as set out in the relevant Schedules.

**6.2** The Charges for the relevant Services under Schedule 4 (ProMinent One-off Support, Maintenance and Repair Service) shall be calculated on a time and materials basis:

- (a) the Charges shall be calculated in accordance with ProMinent's Service Visit Rate per engineer,

as set out in its current price list at the date of the Contract;

- (b) ProMinent's Service Visit Rate per engineer is based on accepted Business Hours;
- (c) ProMinent shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom ProMinent engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by ProMinent for the performance of the Services, and for the cost of any materials.

**6.3** Unless the Charges are fixed as part of the Services (as identified in the relevant Schedules) ProMinent reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be the latest available figure for the percentage increase in the Retail Prices Index .

**6.4** ProMinent shall invoice the Customer annually in advance for services under Schedule 1 and Schedule 2.

**6.5** ProMinent shall invoice the Customer on completion of the relevant Services for services rendered under Schedule 3 (ProMcare Pay as you go Service).

**6.6** ProMinent shall invoice the Customer on completion of the relevant Services for services rendered under Schedule 4 (ProMinent One-off Support, Maintenance and Repair Service).

**6.7** The Customer shall pay each invoice submitted by ProMinent:

- (a) within 30 days of the date of the invoice and
- (b) in full and in cleared funds to a bank account nominated in writing by ProMinent, and time for payment shall be of the essence of the Contract.

**6.8** 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 ProMinent to the Customer, the Customer shall, on receipt of a valid VAT invoice from ProMinent, pay to ProMinent such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 6.9** The Customer shall be liable for all administration fees, legal fees, court fees and all other professional costs incurred in the recovery of any late payment and ProMinent shall be entitled to seek recovery of such costs in addition to default interest as set out in clause 6.10.
- 6.10** If the Customer fails to make any payment due to ProMinent under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclays bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.11** Without prejudice to Customer's other rights and remedies under these Conditions, it shall be entitled to seek statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7. Intellectual property rights**
- 7.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by ProMinent.
- 7.2** ProMinent grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to:
- (a) Use any software including but not limited to access to any ProMinent software or diagnostics/reporting systems;
  - (b) Use any operating guidance or manuals for the purpose of receiving and using the Services and the Deliverables.
- 7.3** The Customer shall not copy, modify, reverse engineer, adapt, reconstitute, dis-assemble, interfere or otherwise deal with any ProMinent Materials, all or any part of the Services or Deliverables which is inconsistent with the licence granted to the Customer without the written consent of ProMinent.
- 7.4** The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.
- 7.5** The Customer grants ProMinent a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to ProMinent for the term of the Contract for the purpose of providing the Services to the Customer.
- 7.6** 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. Data protection**
- 8.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 8, **Applicable Laws** means (for so long as and to the extent that they apply to ProMinent) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 8.2** The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and ProMinent is the processor.
- 8.3** Without prejudice to the generality of clause 8.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to ProMinent for the duration and purposes of the Contract.
- 8.4** Without prejudice to the generality of clause 8.1, ProMinent shall, in relation to any personal data processed in connection with the performance by ProMinent of its obligations under the Contract:
- (a) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);



- (b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (c) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - (i) the Customer or ProMinent has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) ProMinent complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) ProMinent complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- (d) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data.

**9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

**9.1** Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**9.2** Subject to clause 9.1, ProMinent's total liability to the Customer shall not exceed 100% of the contract total charge ProMinent's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

**9.3** This clause 9.3 sets out specific heads of excluded loss:

- (a) Subject to clause 9.1, the types of loss listed in clause 9.3(b) are wholly excluded by the parties.

(b) The following types of loss are wholly excluded:

- (i) Loss of profits
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of use or corruption of software, data or information.
- (vi) Loss of or damage to goodwill.
- (vii) Indirect or consequential loss.

**9.4** ProMinent has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

**9.5** Unless the Customer notifies ProMinent that it intends to make a claim in respect of an event within the notice period, ProMinent shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

**9.6** ProMinent shall have no liability to the Customer for any loss, damage, cost, expense or other claims for compensation arising from any information, documents, materials or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, arising from their late arrival or non-arrival or any other fault by the Customer.

**9.7** ProMinent shall have no liability for any damage caused after ProMinent's technicians have departed from the Site and the Customer has provided them with the signed Form after inspection.

**9.8** The Customer shall be solely responsible and ProMinent shall have no liability to the Customer for:

- (a) any damage caused to any connecting parts which are required to be disconnected or disassembled or otherwise removed in order to access the necessary areas to undertake the Services and which are not covered as part of the Services or originally supplied by ProMinent;
- (b) such connecting parts being damaged, rusty, rotten, brittle or any other underlying fault or problem prior to ProMinent providing the Services;

- (c) faults or problems to the underlying system which are unrelated to any ProMinent parts or the service thereof under the Services;
- (d) the internet connection and its failure resulting in the non-functioning or reporting to any ProMinent systems or platforms.

**9.9** This clause 9 shall survive termination of the Contract.

## **10. Termination and Cancellation Charges**

**10.1** Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 3 months' written notice for Services under Schedule 1 and 2; 1 month's written notice for Services under Schedule 3 and in accordance with the cancellation timeline set out in Schedule 4 for Services under Schedule 4.

**10.2** 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:

- (a) 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), 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;
- (b) 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
- (c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**10.3** Without affecting any other right or remedy available to it, ProMinent may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Customer.

**10.4** Without affecting any other right or remedy available to it, ProMinent may suspend the supply of Services under the Contract or any other contract between the Customer and ProMinent 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 10.2(a) to clause 10.2(c), or ProMinent reasonably believes that the Customer is about to become subject to any of them.

**10.5** The Customer shall pay to ProMinent a percentage of the Charges if the Services are cancelled as follows:

- (a) 100% of the Charges payable, if the Services are cancelled by ProMinent due to the Site being unsafe or unavailable or there is no-one to accept delivery of the Services;
- (b) 100% of the Charges payable, if the Services are cancelled by the Customer 24 hours prior to the agreed date that the Services are to be provided;
- (c) 75% of the Charges payable, if the Services are cancelled by the Customer within 24-48 hours prior to the agreed date that the Services are to be provided;
- (d) 50% of the Charges payable, if the Services are cancelled by the Customer within 48-64 hours prior to the agreed date that the Services are to be provided.

## **11. Consequences of termination**

**11.1** On termination of the Contract:

- (a) the Customer shall immediately pay to ProMinent all of ProMinent's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, ProMinent shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of ProMinent Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then ProMinent 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 the Contract.

**11.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations or 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.

**11.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **12. General**

**12.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited, fire, flood, earthquake, hurricane/typhoon, severe storm, terrorist attack, riot, epidemic or pandemic.

### **12.2 Assignment and other dealings.**

- (a) ProMinent 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.
- (b) 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.

### **12.3 Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

### **12.4 Entire agreement.**

- (a) The Contract which includes these Conditions, the Front Cover and the Schedules, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of 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.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

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

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

**12.7 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

## 12.8 Notices.

- (a) Any notice or other communication 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); or sent by email to the address notified to the other party on Commencement Date.
- (b) Any notice or communication shall be deemed to have been received:
  - (i) if delivered by hand, on signature of a delivery receipt ;and
  - (ii) 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 ;and
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## 12.9 Third party rights.

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

**12.10 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 law of England and Wales.

**12.11 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.