

**FLEXITEEK INTERNATIONAL LTD.**  
Terms and Conditions of Sale

**1. INTERPRETATION**

1.1 In these Terms:

*Buyer* means the person whose Order Note, for the Goods is accepted by the Seller and who is acting in the course of business;

*Goods* means the goods which the Seller is to supply in accordance with these Terms;

*Seller* means Flexiteek International Limited registered in England under co. reg. no. 01215369;

*Contract* means the contract for the sale and purchase of the Goods;

*INCOTERMS* means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;

*Order Note* means the note or form submitted by the Buyer offering to buy the Goods to be purchased, the price to be paid by the Buyer for the Goods and any other special terms offered by the Buyer and which shall include the quantity, quality and description of the Goods and any specification.

*Seller's Authorised Representative* means a director of the Seller.

*Terms* means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

*Writing* and any similar expression, includes facsimile transmission and electronic mail, but not text messages or other forms of electronic communication.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

**2. BASIS OF THE SALE**

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Buyer's Order Note (if accepted by the Seller), subject these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such order is made or purported to be made, by the Buyer.

2.2 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller's Authorised Representative in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.3 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application, maintenance or use of the Goods is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any loss or damage caused by any advice or recommendation.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### **3. ORDERS AND SPECIFICATIONS**

- 3.1 Any quotation or price list or other material provided or published by the Seller shall be deemed to be an invitation to treat and not an offer, and may be subject in the Seller's absolute discretion to variation or withdrawal without notice.
- 3.2 The Buyer shall submit an Order Note which shall constitute the terms of the offer to the Seller.
- 3.3 No Order Note submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller, and shall be subject to these Terms.
- 3.4 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order Note (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a drawing, design or specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's drawing, design or specification.
- 3.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.7 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

### **4. PRICE OF GOODS**

- 4.1 The price of the Goods shall be the price listed in the Seller's published price list current at the date of acceptance of the Order Note. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply.
- 4.2 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 The Buyer shall be liable to pay all taxes, charges, levies, duties, assessments and all other sums howsoever arising imposed on the purchase of the Goods and shall indemnify the Seller in respect of the same.

### **5. TERMS OF PAYMENT**

- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller's Authorised Representative, the Seller may invoice the Buyer for the price of the Goods on or at any time after the Order Note is accepted.
- 5.2 The Buyer shall pay the price of the Goods within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.
- 5.3 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:
  - 5.3.1 cancel the contract or suspend any further deliveries to the Buyer;
  - 5.3.2 cancel any special terms or discounts;
  - 5.3.3 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.4 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Barclays Bank PLC base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4 The Buyer shall not be entitled to withhold or set off any sums due to the Seller.

## **6. DELIVERY**

6.1 Unless otherwise agreed in writing by the Seller's Authorised Representative delivery of goods consigned to an address within the United Kingdom shall be deemed to have been made when they arrive at the Buyer's place of business and delivery of goods consigned to an address outside the United Kingdom shall be made when they arrive fob the air or sea port of shipment.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller's Authorised Representative in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

6.3 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 10 per cent more or 10 per cent less than the quantity, weight area or volume of the Goods ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. The Seller may suspend delivery at any time in its absolute discretion if there are outstanding monies due to it from the Buyer.

6.5 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.6 Any claim of non-delivery must be made in writing to the Seller within 10 days of the Buyer receiving notification of despatch. Failure to inform the Seller within this time shall render the Buyer solely liable for any loss or damage to the Goods.

6.7 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

6.7.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.7.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

## **7. RISK AND PROPERTY**

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due, subject to cl.7.3.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. The Buyer shall have the right to use the Goods or resell them (as principal and not as the agent of the seller, and on the basis that the property in the Goods shall pass to the Seller immediately prior to resale) in the ordinary course of its business, but this right shall cease automatically on the occurrence of any of the events referred to in cl.10.1.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

## **8. WARRANTIES AND LIABILITY**

8.1 Subject to the following provisions and any other guarantee offered with a particular product, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 6 months from the date of their delivery.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Buyer shall thoroughly inspect the Goods within 5 days of delivery;

8.2.2 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer

8.2.3 the Seller shall be under no liability in respect of any defect arising from fair wear and tear (including changes in colour, size, volume, mass), wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), improper use, installation, transportation, packaging, delivery, handling, storage, maintenance, treatment with compounds, misuse or alteration or repair of the Goods, accident, or use that is outside the Product's prescribed application;

8.2.4 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

8.3 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.4 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law;

8.5 A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.6 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer. The Seller reserves the right to request the return of any defective goods at its own cost.

8.7 Except in the case of liability for death or personal injury caused by the Seller's negligence, liability for defective products under the Consumer Protection Act 1987 or liability under s.12 of the Sale of Goods Act 1979, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

8.8 The provisions of this clause 8 do not apply to Goods purchased as sub-standard or surplus stock and shall be accepted by the Buyer in their actual state and condition without the Seller incurring any other liability.

## **9. INTELLECTUAL PROPERTY**

9.1 The supply of Goods shall not confer any of the Seller's intellectual property rights on the Buyer. The Buyer shall only use any of the Seller's intellectual property rights with the prior written permission of the Seller's Authorised Representative. Neither does it imply any right to use any of the Seller's intellectual property rights or any indemnity against infringement by third parties.

## 10. TERMINATION

- 10.1 Without affecting any other right or remedy available to it, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- 10.1.1 the Buyer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
  - 10.1.2 the Buyer commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
  - 10.1.3 the Buyer repeatedly breaches any terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement
  - 10.1.4 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
  - 10.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 10.1.6 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
  - 10.1.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 10.1.8 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
  - 10.1.9 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
  - 10.1.10 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
  - 10.1.11 the other party (being an individual) is the subject of a bankruptcy petition, application or order;
  - 10.1.12 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
  - 10.1.13 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1.3 to clause 10.1.11 (inclusive);
  - 10.1.14 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - 10.1.15 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 this agreement is in jeopardy; or]
  - 10.1.16 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or

10.1.17 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010); or

10.2 Without affecting any other right or remedy available to it the Seller may terminate this agreement on giving not less than 7 days written notice to the Buyer.

## **11. EXPORT TERMS**

11.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of INCOTERMS shall have the same meaning in these Terms, but if there is any conflict between the provisions of Incoterms and these Terms, the latter shall prevail.

11.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this cl.11 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Terms.

11.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties or other sums on them.

11.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be supplied ex-works and the Seller shall be under no obligation to give notice under s.32(3) of the Sale of Goods Act 1979.

11.5 The Seller shall have no liability for any claim in respect of any damage or loss during transit.

11.6 The Buyer shall not offer the Goods for resale in any country notified, or sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any country.

## **12. SAMPLES**

12.1 Any samples or shade cards supplied to the Buyer shall be accepted as supplied for information purposes only and shall not be accepted as providing any representation, warranty or term (express or implied) as to the suitability of the Goods for the Buyer's requirements, as to which the Buyer shall be responsible for satisfying himself before purchase.

## **13. FORCE MAJEURE**

13.1 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control ("Force Majeure Event"):

13.1.1 act of God, explosion, flood, drought, earthquake, tempest or any other natural disaster;

13.1.2 epidemic or pandemic;

13.1.3 terrorist attack, civil war, civil commotion, riots or requisition, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations;

13.1.4 nuclear, chemical or biological contamination or sonic boom;

13.1.5 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent;

13.1.6 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

13.1.7 Non-performance by suppliers or contractors;

13.1.8 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

13.1.9 power failure or breakdown in machinery;

13.1.10 collapse of buildings, fire, explosion or accident;

13.1.11 Interruption or failure of utility service.

- 13.2 Provided the Seller has complied with clause 13.4, if the Seller is prevented, hindered or delayed in or from performing any of its obligations under these Terms by a Force Majeure Event, the Seller shall not be in breach of these Terms or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 13.3 The corresponding obligations of the Buyer will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Seller.
- 13.4 As soon as reasonably practically possible after the start of the Force Majeure Event but not later than 7 days from its start the Seller shall notify the Buyer in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 13.5 Use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 13.6 If the Force Majeure Event prevents, hinders or delays the Buyer's or Seller's performance of its obligations for a continuous period of 8 weeks the party not affected by the Force Majeure Event may terminate this agreement by giving 4 weeks notice to the affected party.

#### **14. THIRD PARTY RIGHTS**

- 14.1 This agreement does not give rise to any **rights** under the Contracts (**Rights of Third Parties**) Act 1999 to enforce any term of this agreement.
- 14.2 The **rights** of the **parties** to rescind or vary this agreement are not subject to the consent of any other person

#### **15. ASSIGNMENT**

- 15.1 The Seller may 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 these Terms.
- 15.2 The Buyer shall not 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 these Terms.

#### **16. VARIATIONS**

- 16.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties authorised representatives.

#### **17. NOTICES**

- 17.1 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

#### **18. WAIVER**

- 18.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing by a party's authorised representative and shall not be deemed a waiver of any subsequent right or remedy.
- 18.2 A failure or delay by a party to exercise any right or remedy provided under this agreement 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 this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

#### **19. SEVERANCE**

- 19.1 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

#### **20. CONFIDENTIALITY**

- 20.1 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, save that each party may disclose the other's confidential information:

- 20.1.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Terms. 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'
- 20.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 20.1.3 neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

## **21. ENTIRE AGREEMENT**

- 21.1 These Terms constitute 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.
- 21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

Date of Publication: 23<sup>rd</sup> October 2023