

GENERAL TERMS AND CONDITIONS

1. Scope and Formation of the Contract

- a) These terms and conditions form part of the Agreement ("Agreement") between gabocom Limited ("gabocom") and you ("Purchaser") for the supply of Goods ("Goods") and Services ("Services") as set out herein.
- b) Applicable Purchase Orders ("Order") and Product Lists shall form part of the Agreement.
- c) These terms and conditions apply to the Agreement to the exclusion of any other terms that the Purchaser seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- d) The Purchaser waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Purchaser that is inconsistent with this Agreement.
- e) Any samples, drawings or advertising produced by gabocom and any descriptions or illustrations contained in gabocom's catalogue or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Agreement nor have any contractual force.
- f) References to DIN Standards and / or ISO Standards shall be considered as a service description and shall not constitute any guarantee of conformity.
- g) A quotation for the Goods given by gabocom shall not constitute an offer. A quotation shall only be valid for a period of 30 business days from its date of issue.
- h) The Order shall only be deemed to be accepted when an authorised representative of gabocom issues a written acceptance of the Order, at which point the contract shall come into existence.
- i) gabocom sales assistants are not authorised to make verbal supplemental agreements nor to give oral assurances that go beyond the scope of this Agreement. All provisions agreed under this Agreement are recorded within the written contractual documentation. There shall be no supplemental verbal agreements.
- j) Unless otherwise agreed, this Agreement shall be interpreted in accordance with Incoterms(r) 2010.

2. Goods

- a) The Goods are described in gabocom's catalogue as modified by any applicable Specification contained in the Order ("Specification").
- b) Statements relating to the Goods to be supplied (including but not limited to technical data, tolerances, measurements, weight specifications) and their illustrations shall be for descriptive and identification purposes only and shall not be binding unless express confirmation in writing is given by gabocom. gabocom reserves the right to make technical changes or changes to the design of the Goods to be supplied, provided that such changes are customary in the trade and provided they do not compromise the Purchaser to an unreasonable extent. Such changes shall not affect the Goods' fitness for use.
- c) To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Purchaser, the Purchaser shall indemnify gabocom against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses suffered or incurred by gabocom in connection with any claim made against gabocom for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with gabocom's use of the Specification).
- d) gabocom reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- e) The Purchaser must inform gabocom and seek prior written approval (which shall not be unreasonably withheld or delayed) if the Purchaser intends to incorporate the Goods to be supplied by gabocom into a new product which the Purchaser intends to offer for sale to third parties.

3. Pricing

- a) The price of the Goods shall be the price set out in the Order, or if no price is quoted, the price set out in gabocom's published price list in force as at the date of delivery.
- b) All prices set out in the Order are EXW (ex-works), excluding packaging and loading equipment. The Purchaser shall bear the costs for insurance and customs duties.
- c) gabocom may, by giving notice to the Purchaser any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: (i) any factor beyond gabocom's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs); (ii) any request by the Purchaser to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or (iii) any delay caused by any instructions of the Purchaser or failure of the Purchaser to give gabocom adequate or accurate information or instructions.
- d) The price of the Goods (i) (a) exclude amounts in respect of value added tax (VAT), which the Purchaser shall additionally be liable to pay to gabocom at the prevailing rate, subject to receipt of a valid VAT invoice; and (ii) excludes the cost and charges of packaging, insurance and transport of the goods, which shall be invoiced to the Purchaser.
- g) If shipment of Goods is delayed at the Purchaser's behest, the Purchaser will be charged for the cost of storage from a period commencing one month after the date on which the Purchaser was notified that the goods were ready to be dispatched.

4. Delivery Dates

- a) Each Delivery shall be accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods, any special instructions, if the Goods are being delivered by instalments, the outstanding balance of the Goods remaining to be delivered.

b) Except as agreed in the Order, the Purchaser shall collect the Goods from gabocom's premises or such other location as may be advised by gabocom prior to delivery within 3 Business Days of gabocom notifying the Purchaser that the Goods are ready.

c) Delivery Dates ("Delivery Date") are estimates only and are without obligation unless gabocom has expressly agreed in writing to their being binding. Time of delivery is not of the essence unless a guaranteed Delivery Date has been agreed in accordance with clause 4 i). Delivery periods shall start with the date of our order confirmation but not before all details of the order have been agreed and confirmed by gabocom;

d) The Delivery Dates shall not be confirmed until all details of the Order have been confirmed and the Purchaser has met its contractual obligations with respect to the Order (in accordance with 4 e) below.

e) The Purchaser's contractual obligations shall be set out in the Order and may include (without limitation) obligations to co-operate opening a letter of credit, production of domestic or foreign certifications, making an agreed advance payment, or such other obligations as may be agreed in the Order or the Specification, gabocom shall be entitled to postpone the Delivery Date until the Purchaser has met such contractual obligations. The revised Delivery Date shall take into account gabocom's production flow without prejudice to any claim gabocom may have as a result of the Purchaser's default.

f) Delivery is completed at the earlier of the time of shipment ex works or at the time notice of the readiness for Delivery is given.

g) gabocom shall not be liable for any delay in Delivery of the Goods which are delayed for reasons beyond the control of gabocom including but not limited any delay caused by: (i) a Force Majeure Event; (ii) the Purchaser's failure to provide gabocom with adequate instructions relevant to the supply of the Goods; (iii) the Purchaser's failure to comply with its obligations as set out in clause 4 e) or (iv) gabocom's receipt of correct and timely supplies.)

h) In the event of a delay, gabocom (i) will notify the Purchaser that the Goods have been delayed and shall advise the Purchaser of a revised Delivery Date. gabocom shall use commercially reasonable efforts to minimise such delays; or (ii) may elect to rescind the affected Order in respect of the delayed goods. Insofar as permitted under competition law, gabocom shall assign to the Purchaser any claims that gabocom may have against suppliers in respect of any Delivery that has not been made as agreed under the Agreement. The purchaser shall not have any other rights to claim damages or reimbursement of expenses

i) If a guaranteed Delivery Date has been agreed then, subject to the provisions of this clause, time shall be of the essence in respect thereof so that in the event that Delivery is not effected by the agreed Delivery Date, solely due to the default of gabocom and not attributable in any way to Force Majeure or the act or omission (including for the avoidance of doubt the failure of the Purchaser to make or secure any payment due to gabocom in accordance with the terms of this Agreement or any other Agreement between the parties) then, the Purchaser shall be entitled to rescind the contract without prejudice to any other rights and remedies available.

5. Partial Deliveries, Delivery Contracts and Call-off Orders

a) Except as expressly agreed in an Order, or otherwise agreed in writing, gabocom may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any defect or delay in an instalment shall not entitle the Purchaser to cancel any other instalment.

b) If the Purchaser has previously agreed in writing with an authorised representative of gabocom, it may place orders for Goods on a call off basis. Any specific conditions in connection with the call off basis shall be set out in the Order including any minimum order volumes, minimum order frequency or other conditions which may be agreed between the parties.

c) Where such Purchaser fails to give delivery instructions or take delivery of the Goods in accordance with the minimum order volumes set out in the Order or requests a delay in Delivery, then without prejudice to any of its other rights, gabocom shall be entitled to: (i) give notice to call off the Order within 7 days of the date of gabocom's written notification to do so ("Grace Period"); (ii) After expiry of such Grace Period, without prejudice to any of its other rights gabocom shall be entitled to store the Goods at the Purchaser's reasonable cost (including insurance) from the date of such notification until delivery to the Purchaser or sale or disposal of the Goods by gabocom; (iii) Invoice the Purchaser for the Price of such Goods; (iv) until disposal or delivery of the Goods to the Purchaser or where the Purchaser is able to resell the Goods to a third party, gabocom shall be entitled to compensation for the shortfall below the Price; (v) gabocom shall be entitled to suspend or cancel any further consignments of the Goods and claim compensation for such cancellation; And such Goods shall in all respects be at the Purchaser's risk.

6. Force Majeure and Other Impediments

a) If Force Majeure is prevented from carrying out all or any of its obligations under this Agreement arising from circumstances outside its control including but not limited to acts of God, war, riot, strike, lock out, trade dispute (including by and with gabocom's own employees), or any other labour disturbance, power failure; inadequate performance of, failure of or incorrect processing by computer systems, fire, flood, difficulty in obtaining workmen, materials or transport, default of suppliers or sub-contractors or the consequences of hospitalisation or any Government interference or restriction, import or export regulations or any other circumstances whatsoever outside gabocom's control ("Force Majeure"), then gabocom shall be relieved of its obligations during the period that such event continues and shall not be liable for any delay and / or failure in the performance of its obligations during such period.

b) Where such failure or delay is continuing for a period of more than 90 days, either gabocom or Purchaser may submit a written notice to the other party to either (i) provide a revised Delivery Date, taking into account reasonable start up times for resumption of the Agreement; or (ii) to cancel the part of the Order which has not yet been fulfilled in each case without incurring liability for any loss, expense or damage resulting to the Purchaser or any other party.

7. Testing Procedures

- a) gabocom may agree on behalf of the Purchaser to carry out technical testing in respect of the Goods the scope and technical requirements shall be agreed in writing in the Order.
- b) The Purchaser shall bear all costs for tests including the scope, preparation and reporting of the test results.
- c) Tests provided for in the Order shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours
- c) If the Order does not specify the technical requirements, the tests shall be carried out in accordance with gabocom's standard practice.
- d) Unless otherwise agreed, on completion of the tests, gabocom shall provide a test report, which the Purchaser shall accept as accurate.
- e) gabocom shall not be liable for any delay caused by testing.
- f) If the tests show the Goods not to be in accordance with the Order Supplier shall without delay remedy any deficiencies in order to ensure that the Goods comply with the Order. New tests shall then be carried out at the Purchaser's request, unless the deficiency in gabocom's sole opinion was insignificant.
- g) In the event that technical testing is delayed or not possible due to the act or omission by the Purchaser to fulfil its obligations, then gabocom shall be entitled to despatch the Goods or store them at the Purchaser's risk and expense.

8. Dimensions, Weights, Quality

a) The Agreement is not a contract for sale of goods by description. Goods shall conform to their description and specification subject to reasonable deviations in dimension, weight, or number of units which shall be admissible within the bounds of the customary tolerances or in accordance with relevant regulations; they shall not constitute any entitlement to reject the Goods.

9. Packaging and Loading Equipment

a) Unless otherwise agreed, the Goods shall be delivered without packaging and rust protection. If agreed in the Order, gabocom shall provide the customary packaging and loading equipment (wooden supports, scaffoldings, blankets, etc.) at the expense of the Purchaser or for a utilization fee which shall be set out in the Order or a Delivery Note. These shall be sent back in accordance with gabocom's instructions at the Purchaser's risk and expense.

10. Shipping and Passing of Risk

- a) The Purchaser shall collect the Goods from gabocom's premises within 7 days of gabocom notifying the Purchaser that the Goods are ready for collection. If the Purchaser fails to collect the Goods within this time, gabocom shall otherwise be entitled, at its discretion, to dispatch the Goods at the Purchaser's risk and expense or to store them at the Purchaser's risk and expense - if need be, outdoors;
- b) In the event that gabocom agrees in the Order to carry out the Delivery by or pursuant to clause 10a) and has been unable to do so for reasons beyond its control, it shall store the Goods at the Purchaser's risk and expense - if need be, outdoors;
- c) One week as from the commencement of storage, the Goods shall be deemed Delivered and can be invoiced. In that case we shall not be liable for any damages or rusting of the goods.
- d) If gabocom carries out the Delivery, in the absence of instructions from the Purchaser, the choice of means and route of transport shall be made at gabocom's reasonable discretion.
- e) If shipment to the port of destination is impossible, gabocom shall be entitled - as far as possible with notification to the Purchaser - to deliver to another port. The Purchaser shall bear the resulting additional costs of shipping including costs incurred for any express or priority shipment or route (e.g. special delivery, express or priority express goods), as well as other special charges (e.g. free delivery, heavy load, additional low water surcharges).
- f) gabocom shall only insure the goods on specific request of the Purchaser and shall not be liable for the consequences of late delivery of dispatch notes.
- g) The risk in the goods shall pass to the Purchaser Ex Works at the point that gabocom notifies the Purchaser that the goods are available for collection, even if gabocom has undertaken to carry out the delivery. It is the Purchaser's responsibility to arrange insurance, customs clearance, export / import licenses as applicable and payment of any customs duties and taxes.

11. Payment Terms, Default of Payment, Right of Retention

- a) Unless otherwise agreed, our invoices shall be due and payable within 10 days of the invoice date. The payment shall be made in full and cleared funds without set-off, counterclaim, deduction or withholding.
- b) If the Purchaser fails to make any payment due to gabocom under this Agreement, then the Purchaser shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England 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 Purchaser shall pay the interest together with the overdue amount. In the event of any default in payment gabocom shall be entitled to withdraw any allowances, discounts or other concessions granted and shall have the right to demand that future deliveries be made on condition that payment be made in advance and gabocom shall have the right to take back the Goods in accordance with 12e). Such action shall not constitute a rescission of the Agreement.

- c) without limiting its other rights or remedies, gabocom may suspend provision of the Goods under the Agreement or any other agreement between the Purchaser and the Purchaser and exercise a lien over the Goods and documents relating to the Goods in its custody, control or possession for all sums due and demand payment for any other Orders which shall become due immediately in the event that the Purchaser: (i) 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; or (ii) suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or the Purchaser's financial position deteriorates to such an extent that in gabocom's opinion the Purchaser's capability has been placed in jeopardy.
- d) In the events of b) and c) above, we shall be entitled to revoke the collection authorization (11 g) and to request advance payments for outstanding deliveries.
- e) The statutory provisions concerning default of payment shall remain unaffected.
- f) We shall be entitled to offset any and all claims the Purchaser is entitled to against us against all claims we are entitled to against the Purchaser.
- g) The Purchaser can avert the legal consequences stated in b) - f) above by making a security deposit in the amount of the payment claim at risk.

12. Title and Risk

- a) The risk in the Goods shall pass to the Purchaser on completion of Delivery.
- b) Title to the Goods shall not pass to the Purchaser until the earlier of: (i) gabocom receives payment in full (in cash or cleared funds) for the Goods and any other goods that gabocom has supplied to the Purchaser in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and the Purchaser resells the Goods in which case title to the Goods shall pass to the Purchaser at the time specified in clause 12d)
- c) Until title to the Goods has passed to the Purchaser, the Purchaser shall (i) store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as gabocom's property; (ii) not to remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iv) notify gabocom immediately if it becomes subject to any of the events listed in clause 11c); and (v) Give gabocom such information relating to the Goods as it may require from time to time.
- d) Subject to clause 11e) the Purchaser may resell or use the Goods in the ordinary course of its business (but not otherwise) before gabocom receives payment for the Goods, However if gabocom resells the Goods before that time (i) it does so as principal and not gabocom's agent; and (ii) title to the Goods shall pass from gabocom to the Purchaser immediately before the time at which resale by the Purchaser occurs.
- e) If before title to the Goods passes to the Purchaser, the Purchaser becomes subject to any of the events listed in 11c) then without limiting any other right or remedy the Supplier may have: (i) the Purchaser's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and (ii) gabocom may at any time require the Purchaser to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Purchaser fails to do so promptly enter any premises of the Purchaser or of any third party where the Goods are stored in order to recover them.

13. Defects, Delivery of Goods Not in Conformity with the Agreement

- a) gabocom warrants that on Delivery and for a period of 12 months from the date of Delivery, (Warranty Period) the Goods shall (i) conform in all material respects with their description and any applicable specification; (ii) be free from material defects in design, material and workmanship; (iii) be of satisfactory quality; and (iv) be fit for any purpose held out by gabocom;
- b) If the Purchaser gives notice in writing to gabocom that some or all of the Goods do not comply with the warranty and gabocom is given a reasonable opportunity of examining such Goods and the Purchaser returns such Goods to gabocom's place of business at gabocom's cost, gabocom shall have a right to choose whether to rectify the defect or to deliver non-defective goods (subsequent performance).
- c) gabocom shall not be liable for the Goods' failure to comply with the warranty in the following events: (i) If the defect is not immaterial material defect; (ii) if it is impossible or disproportionate to rectify or replace the Goods; (iii) if the Purchaser makes further use of the Goods after giving notice that the Goods are defective; (iv) the defect arises because the Purchaser failed to follow gabocom's oral or written instructions as to the storage, commissioning, installation, assembly, use, and maintenance of the Goods or (if there are none) good trade practice regarding the same; (v) the defect arises as a result of gabocom following any drawing, design or specification supplied by the Purchaser; (vi) the Purchaser alters or repairs such Goods without the written consent of gabocom; (vii) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions inappropriate building site or equipment, defective construction works, alternative materials, chemical or electrochemical or electrical influences (unless these are gabocom's responsibility); (viii) or the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or (ix) if the Purchaser has not met its payment obligations to an extent corresponding to the non-defective portion of the Goods.
- d) Except as provided in this clause 13, gabocom shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranty set out in clause 13a) above.
- e) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this Agreement.

f) Warranties or guarantees shall not be deemed to have been validly given unless we have given them expressly in writing.

14. Order-Related Production Equipment

- a) Order-related production equipment ("Production Equipment") such as tools, devices, models and templates that the Purchaser provides shall be sent to gabocom free of charge. gabocom shall only verify whether the Production Equipment provided by the Purchaser are identical to drawings or specimens given to us on the basis of explicit agreements.
- b) The Purchaser shall bear the costs for any alteration, maintenance and replacement of the Production Equipment.
- c) gabocom shall only be liable for damages to the Production Equipment provided by the Purchaser through wilful misconduct or gross negligence. gabocom shall not be obligated to take out insurance and shall be entitled to send back the Purchaser's Production Equipment when they are no longer required at the risk and expense of the Purchaser, or, if the Purchaser does not comply with a collection request within a reasonable period of time, to dispose of them at gabocom's discretion.
- d) The title to Order-related Production Equipment that we produce or procure at the request of the Purchaser shall remain the property of gabocom, even if costs are invoiced pro rata. If the Purchaser has fully paid for production equipment in accordance with the Order, gabocom shall agree to provide the title to the production equipment within a reasonable period of time.

15. Intellectual Property Rights

- a) In this clause "IPR" shall mean patents, models, templates, rights to inventions, copyright moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- b) gabocom shall retain ownership of all IPR in connection with the manufacture and supply of Goods under this Agreement not including Purchaser's IPR.
- c) subject to payment by the Purchaser of all payments due in connection with this Agreement, gabocom grants to the Purchaser a fully paid up worldwide non-exclusive, royalty free perpetual and irrevocable licence to use the IPR in connection with the Goods supplied.
- d) Where gabocom has, in respect of the supply of the Goods, provided the Purchaser with documents, drawings, designs and any other construction services and suggestions for the design of the Goods, the Purchaser may use the same in connection with the Goods but shall not, without gabocom's written consent make such IPR available to third parties.
- e) The Purchaser shall retain ownership of all Purchaser IPR in connection with any Production Equipment or other IPR provided by the Purchaser and the Purchaser grants to gabocom a fully paid up worldwide non-exclusive, royalty free perpetual and irrevocable license to use the IPR in connection with this Agreement.
- f) The Purchaser shall indemnify gabocom against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other professional costs and expenses) suffered or incurred by gabocom arising out of or in connection with any claim made against gabocom for actual or alleged infringement of a third party's IPR or moral rights arising out of or in connection with gabocom's use of the Purchaser's IPRs or the Production Equipment in accordance with the terms of this Agreement
- g) To the extent that gabocom makes, devises, discovers any improvement incorporating the Purchaser's IPR or Production Equipment, the Purchaser shall grant gabocom a non-exclusive royalty-free worldwide irrevocable licence (together with the right to grant sub-licences) to use in any manner any improvement made, devised or discovered by gabocom.

16. Liability, Compensation for Damages

- a) Nothing in this Agreement shall limit or exclude gabocom's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (iv) defective products under the Consumer Protection Act 1987; or (v) any matter which it would be unlawful for the Supplier to exclude or restrict liability;
- b)(i) Subject to clause 16a) gabocom shall under no circumstances whatsoever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and (ii) gabocom's total liability to the Purchaser in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed the price of the Goods.

17. Assignment

- a) gabocom may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under this Agreement
- b) The Purchaser may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement without the prior written consent of gabocom.

18. 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 18b).
- b) Each party may disclose the other party's confidential information 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 or in connection with this agreement. 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 18 and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

19. Entire Agreement

- a) This Agreement 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 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.

20. Variation

- a) No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. Waiver

- a) No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, not shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22. Notices

- a) Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22a) if sent by pre-paid first class post or other or other next working day delivery service at 9.00am on the second Business Day after posting; if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed or if sent by email one Business Day after transmission.
- c) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

23. Third Party Rights

- a) No one other than a party to this Agreement and their permitted assignees shall have any right to enforce any of its terms.

24. Applicable Law

- a) The Agreement and any dispute of 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. Where the Agreement is a "construction contract" as defined in the Housing Grants Construction and Regeneration Act 1996 or any replacement thereof then the Parties may refer any dispute to adjudication at any time.

25. Jurisdiction

- a) The Agreement, 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.

26. Severability Clause

- a) Should individual provisions of this Agreement be invalid, wholly or in part, for the rest, this Agreement shall remain fully valid.