1. Definitions and Interpretations

1.1. In these Conditions unless the context otherwise requires:

"**Conditions**" means these terms and conditions and any special terms and Conditions agreed in writing between the Customer and the Supplier;

"**Contract**" means any Order which incorporates these Conditions between the Customer and the Supplier for the purchase of Goods and/or Services;

"**Control**" means the power to direct or cause the direction or management of the policies or affairs of an entity, whether through ownership of shares, voting rights, control of the board of directors (or local equivalent) by contract or otherwise and "Controlling" and "Controlled" shall be construed accordingly;

"**Customer**" means the Customer Affiliate identified in the Order as the Customer which is to receive the Goods and/or Services from the Supplier;

"**Customer Affiliate**" means any corporation, entity or other business Controlled by, Controlling or under common Control with Survitec Group Limited;

"**Goods**" means the goods (including any part or parts of them) which the Supplier is to provide to the Customer pursuant to the Order in accordance with these Conditions;

"**Goods Legislation**" means any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent supra-national body), all British and European standards (including, but not limited to, the EC Marine Equipment Directive (as amended, revoked or replaced from time to time)), UKAS (United Kingdom Accreditation Service) and all other legislation for the time being in force relating without limitation to the manufacture (including raw materials or chemicals used in the production process), packaging, delivery, carriage, storage, installation and use of the Goods;

"Intellectual Property" means any patent, registered design, copyright (including, but not limited to, rights in software), design right, database right, moral right, trade mark, service mark, goodwill, business names, domain name, rights in confidential information and all similar property rights anywhere in the world in each case whether registered or not and including any application for registration of the foregoing;

"**Order**" means any order from the Customer to the Supplier for the supply of Goods or Services in such form as the Customer may determine from time to time in accordance with Condition 2.3 including any Order printed overleaf;

"**Services**" means the services which the Supplier is to provide to the Customer pursuant to the Order in accordance with these Conditions;

"**Specification**" means the Customer's specifications or stipulations for the Goods and for Services notified in writing to the Supplier;

"**Supplier**" means the person, firm or company to whom the Order is addressed.

1.2. The headings to conditions are inserted for convenience only and shall not affect the interpretation or construction of these Conditions.

1.3. Words importing the singular shall include the plural and vice versa. Words importing a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

1.4. The words and phrases "other", including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

2. Basis of Contract

2.1. The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any quotation, Order acknowledgement or any other document issued by the Supplier).

2.2. The Order is an offer made by the Customer to the Supplier and the Contract shall come into effect upon acceptance of the Order by the Supplier. Unless previously withdrawn by the Customer, Orders shall be deemed accepted if not rejected by the Supplier by notice in writing within seven (7) days of their date.

2.3. No Order shall be capable of acceptance by the Supplier unless it is in writing and is signed by an authorised representative on behalf of the Customer.

3. Delivery

3.1. Delivery of the Goods shall take place strictly in accordance with the Customer's delivery instructions whether given in the Order or separately. Each delivery must be clearly marked in accordance with the Specification and/or the Order.

3.2. Time of delivery is of the essence of the Contract. The Customer shall be under no obligation to accept delivery of the Goods before the specified delivery time, but reserves the right to do so.

3.3. The Customer shall have the right to change its delivery instructions at any time on giving 14 days notice to the Supplier.

3.4. A note quoting the Order number shall accompany the Goods together with a certificate of the Supplier confirming the conformance of the Goods with the Specification. Without prejudice to the Supplier's obligation to supply the Goods specified on the Order, if the Supplier becomes aware that the Goods (or part thereof) may become unavailable, delisted or out of stock at any time prior to delivery, the Supplier shall promptly notify the Customer of such fact.

3.5. The Customer shall not be obliged to accept quantities of the Goods which vary from those specified in the Specification or the Order.

3.6. The Customer shall not be obliged to accept delivery of the Goods in installments unless expressly agreed in an Order.

3.7. The Goods will be properly packed and secured in such a manner as to reach their destination undamaged and in good condition. The Customer shall not be obliged to return to the Supplier any packaging materials for the Goods.

4. Acceptance

4.1. The Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect and test them following delivery or after any latent defect has become apparent. For the avoidance of doubt no inspection or testing by the Customer whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended, revoked or replaced from time to time) nor be deemed a waiver of the Customer's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract, Order and Specification.

4.2. The Supplier shall promptly keep the Customer informed of any matter of which it is or reasonably should, as supplier of the Goods, be aware relating to the storage, transportation, handling, assembly or use of the Goods by the Customer (including legislation or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that the Customer should take in relation to such matters.

5. Title and Risk

5.1. The Goods shall be at the risk of the Supplier until they are delivered in accordance with the Contract when, without prejudice to any right of rejection which the Customer may have under the Contract or by law, title to and risk in the Goods shall pass to the Customer, provided that if the Customer pays for the Goods prior to delivery, title to the Goods shall pass to the Customer when payment is made.

6. Provision of Services

6.1. If the Contract is for or includes Services to be performed by the Supplier then, the Supplier undertakes, represents and warrants to the Customer that:

(a) the Supplier shall carry out the Services strictly in accordance with the Order and the Specification;

(b) the Services will be performed by appropriately qualified and trained personnel capable of providing the applicable Services in respect of which they are engaged;

(c) the Supplier shall use all reasonable endeavours to ensure continuity of the personnel who provide the Service;

(d) the Services shall be carried out with a high level of care and skill as would be expected of an expert provider of the Services;

(e) the Services shall be carried in accordance with all applicable laws, regulations and codes of practice and in a safe and efficient manner; and

(f) the time of performance of the Services is of the essence of the Contract.

7. Prices and Payment

7.1. The price of the Goods and/or Services shall be stated in the Order. The price shall be inclusive of all packaging, packing, labelling, insurance, delivery, import or custom duties, installation costs and all other costs incurred by the Supplier in relation to the Goods and their delivery unless otherwise specified in the Order.

7.2. All sums payable under the Contract are exclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.

7.3. Invoices shall be in such form as the Customer specifies from time to time and shall be addressed to the Accounts Department at the address for the Customer set out in these Conditions. The Customer's Order number shall be quoted clearly on each invoice and on all invoice correspondence.

7.4. Unless otherwise stated in the Order, the Customer shall pay the price of the Goods or Services within 60 days after the later of:
(a) receipt by the Customer of a valid invoice issued in accordance with Condition 7.3; or
(b) acceptance of the Goods or Services by the Customer pursuant to Condition 4. 1.

7.5. In the event that the Customer fails to pay the price of the Goods on the relevant due date pursuant to Condition 7.4 above, the Supplier may charge the Customer interest on any undisputed outstanding amount calculated on a daily basis at the rate of two per cent (2%) per annum above the Bank of England base rate and the parties acknowledge that such sum is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

7.6. If any sums are due to the Customer from the Supplier, then the Customer shall be entitled to exercise the right to set-off such sums against any payments due to the Supplier from the Customer under or in relation to this or any other Contract. The Supplier shall not be entitled to apply any amount due to the Customer under the Contract in or towards payment of any sum owing by the Customer to the Supplier in relation to any matter whatsoever.

7.7. If:
(a) the Customer rejects, cancels or returns any of the Goods or any part of the Goods pursuant to Condition 4. 1 of these Conditions; and
(b) the Customer has already paid for such Goods or part of such Goods pursuant to Conditions 7.4 and/or 7.5,
then, at the Customer's sole discretion, either:
(i) the Supplier shall within seven (7) days of the Customer sending written notice to the Supplier, repay to the Customer any sums paid pursuant to Condition 7.7(b) (together with any additional expenditure over and above the price specified in the Order reasonably incurred by the Customer in obtaining other goods in replacement of any rejected Goods; or
(ii) any sums paid pursuant to Condition 7.7(b) shall be deducted from different invoices raised pursuant to these Conditions.

8. Warranties

8.1. The Supplier undertakes, represents and warrants to the Customer that the Goods and their packaging and labelling shall:
(a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
(b) conform to the Specification and with any instructions of the Customer, and shall otherwise meet the requirements of the Order and this Contract;
(c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract);
(d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of the Customer);
(e) not infringe the Intellectual Property or other rights of any third party;
(f) comply with all Goods Legislation;
(g) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of Goods of that type.

8.2. The Supplier shall use its best endeavours to transfer or assign to the Customer or otherwise obtain for the benefit of the Customer any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to the Customer or otherwise providing such benefit for the Customer.

8.3. Where there is any breach of the Supplier's warranty in Condition 6.1 or Condition 8.1 above or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods or Services is not complied with, or the Goods or any installment of the Goods are not delivered at the specified time or the Goods delivered are damaged the Customer shall be entitled, at its sole discretion without liability to the Supplier (arising out of such action) and without prejudice to any other right or remedy the Customer may have, to take one or more of the following actions:
(a) cancel the Contract and treat the Contract as having never been entered into by the Supplier; and/or
(b) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non delivery of any undelivered Goods; and/or
(c) refuse to accept any subsequent delivery of the Goods; and/or
(d) recover from the Supplier any costs reasonably incurred by the Customer in obtaining substitute goods or services from another supplier; and/or
(e) require the Supplier at its sole cost to replace, repair the Goods or carry out such work as is necessary within 14 days so that the Goods conform to the Contract, Order and Specification; and/or
(f) require the Supplier at its sole cost to re-execute the Services in accordance with the Contract, Order and Specification within 7 days; and/or
(g) treat this Contract as discharged by the Supplier's breach and:
(i) delay payment of the price for the Goods and Services until the requirements of this Contract, Order and any Specification are entirely fulfilled,
(ii) refuse to make payment of the price of the Goods or Services; or
(iii) require the repayment of any part of the price of the Goods or Services which the Customer has paid (including any interest that may have been paid pursuant to Condition 7.5) whether or not the Customer has previously required the Supplier to repair the Goods, supply any replacement Goods or re-execute the Services; and/or
(h) claim such damages as may have been incurred by the Customer as a result of the Supplier's breach of the Contract.

8.4. If the Customer claims that an Order has not been fulfilled or has been incorrectly fulfilled the Supplier shall be deemed to accept the validity of the claim unless it serves written notice on the Customer disputing the said claim and stating the reasons for its dispute within 7 (seven) days of the date of the said claim.

8.5. If the Customer exercises any right under these Conditions the Customer may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's cost.

8.6. The Customer's rights under these Conditions are in addition to any statutory remedies available to the Customer. If there is any conflict between these Conditions and any terms, warranties or conditions implied by any law, statute, and regulation or otherwise, these Conditions shall take precedence.

9. Product Recall

9.1. The Supplier shall immediately notify the Customer in writing providing all relevant details if it discovers that there is:
(a) any defect in the Goods which have been delivered to the Customer at any time; or
(b) any error or omission in the instructions for the use and/or assembly of the Goods,

(whether or not any such defect, error or omission represents a breach of the warranty in Condition 8.1 or any other Condition) which causes or may cause any risk of death, injury or damage to property.

9.2. The Customer may at its discretion and at the Supplier's sole cost
(a) recall any Goods or any other products into which the Goods have been incorporated already sold by the Customer to its customers (whether for a refund, credit or replacement; and/or
(b) issue any notification whether in writing or otherwise to its customers about the manner of use or operation of any Goods or any other products into which the Goods have been incorporated already sold by the Customer to its customers;

in each case on the basis of the identification whether by the Customer, its customers or any third party of any defect in the relevant Goods or any error or omission in the instructions for their use or assembly (whether or not that defect, error or omission represents a breach of the warranty in Condition 8.1 above or any other Condition) which the Customer reasonably concludes affects or may affect any of the Goods supplied which causes or may cause any risk of death, injury or damage to property.

10. Indemnity

10.1. The Supplier acknowledges that the Customer places particular reliance upon the Contract and in addition to any other remedy available to the Customer, the Supplier irrevocably and unconditionally agrees to indemnify the Customer, its employees, sub-contractors and agents (who shall have no duty to mitigate any loss) and Customer Affiliates in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including, without limitation, legal and other professional adviser's fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings) and any consequential loss made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

(a) any claims that the Goods or Services infringe the Intellectual Property of any third party by reason of the use, purchase or sale by the Customer of the Goods including any royalties being payable to any third party (save to the extent that the Goods or Services have been supplied in accordance with the Specification or designs of the Customer);

(b) any breach of the Contract by the Supplier, its employees, agents or sub-contractors or any act or omission by any of them including any delays and any costs or liabilities incurred by the Customer in having to cancel any Order as a result of any such breach, act or omission or any other warranty or condition concerning the Goods or Services whether express or implied by statute or otherwise;

(c) any liability being incurred under the Consumer Protection Act 1987 (as amended, revoked or replaced from time to time) in respect of the Goods or as a result of any recall of any Goods already sold by the Customer to its customers under Condition 9 above; and

(d) any termination of the Contract pursuant to Condition 14.

10.2. The Supplier shall provide all facilities, assistance and advice required by the Customer or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance or purported performance of, or failure to perform, the Contract.

11. Insurance

11.1. The Supplier shall, at its own cost, effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract including, but not limited to, public liability insurance (or local equivalent) with a minimum level of £1,000,000 per claim and employer's liability insurance (or local equivalent) with a minimum of £1,000,000 per claim. The Supplier shall on the written request of the Customer from time to time provide the Customer with reasonable details of the insurance maintained in force in accordance with this Condition, and, on the renewal of each policy, the Supplier shall send a copy of the premium receipt to the Customer when requested to do so in writing by the Customer. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition.

12. Confidentiality

12.1. The Supplier shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same to any third party save to its employees and professional advisors where such disclosure is for the purposes of the proper performance of the Contract and such persons are bound by written confidentiality undertakings no less stringent that this Condition 12. The Supplier shall notify the Customer if it becomes aware of any actual or potential breach of this Condition 12.

12.2. The obligations of confidentiality in this Condition 12 shall not extend to any information which the Supplier can show is in, or has become part of, the public domain other than as a result of a breach of confidentiality; was in its written records prior to entering into the Contract and not subject to any confidentiality obligations; was independently disclosed to it by a third party entitled to disclose the same or is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

12.3. The obligations of confidentiality in this Condition 12 shall survive termination or expiry of the Contract.

12.4. The Supplier shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the Customer.

13. Intellectual Property

13.1. All materials including any Specifications supplied by the Customer, and any copies made by or for the Supplier shall be the property of the Customer, shall only be used for the purposes of this Contract, shall be treated by the Supplier as strictly confidential and shall be returned by the Supplier immediately on request to the Customer at the Supplier's sole risk and cost.

13.2. Any and all Intellectual Property created or acquired in the course of or as a result of any work carried out by the Supplier under or in pursuance of the Contract shall from the date of their creation or acquisition by the Supplier belong exclusively to the Customer. To the extent that any such Intellectual Property remain vested in the Supplier by operation of law, the Supplier hereby assigns with full title guarantee to the Customer all such Intellectual Property upon creation and in perpetuity save that, in the case of moral rights which cannot be assigned, the Supplier shall instead waive or, as applicable, procure the waiver of any such moral rights in any work carried out by the Supplier under or in pursuance of the Contract.

13.3. The Supplier shall grant or procure the grant of an appropriate licence or sub-licence to the Customer at no extra cost, of any third party Intellectual Property that is or may be incorporated or utilised in any work done by the Supplier for the Customer under the Contract to enable the Customer to make full use of any Goods or Services provided to the Customer under the Contract (including enabling the Customer to repair, update and maintain the Goods, and to sell the Goods or any part of the Goods to the Customer's own customers).

13.4. The Supplier hereby agrees and undertakes promptly at the request of the Customer, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by the Customer to give effect to the provisions and intentions of this Condition 13.

14. Termination

14.1. The Customer may, as it thinks fit, and by notice in writing (without prejudice to any other rights or remedies it may have against the Supplier) immediately suspend further performance of the Contract or cancel any outstanding provisions of the Services or delivery of the Goods or stop any Goods in transit or by notice in writing to the Supplier terminate the Contract without liability to the Supplier if any one or more of the following events happens:

(a) the Supplier commits a material breach of any of its obligations under these Conditions which is incapable of remedy;

(b) the Supplier fails to remedy (where it is capable of remedy) or persists in continuing any breach of any of its obligations under these Conditions after having been required in writing to remedy or desist from such breach within a period of 14 days;

(c) the Supplier offers to make any arrangements with or for the benefit of the creditors of the Supplier or there is presented in relation to the Supplier a petition of bankruptcy; or

(d) any of the following occur:

(i) the Supplier is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

(ii) the Supplier calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or

(iii) the Supplier presents, or has presented, a petition for a winding up order; or

(iv) an application to appoint an administrator is made in respect of the Supplier or a notice of intention to appoint an administrator is filed in respect of the Supplier; or

(v) any other steps are taken by the Supplier or any other person to appoint an administrator over the Supplier; or

(vi) the Supplier has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or

(vii) the Supplier takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it.

(e) the Supplier ceases, or threatens to crease, to carry on business; or

(f) a secured lender to the Supplier takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security;

(g) Supplier suffers or undergoes any procedure analogous to any of those specified in Conditions 14.1(c) to 14.1(f) inclusive above or any other procedure available in the country in which the Supplier is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor;

(h) the Supplier undergoes a change of Control;

(i) the Customer reasonably believes that any of the events specified in Condition 14.1(a) to (h) above is about to occur in relation to the Supplier; and/or

(j) any warranty given in Condition 8 of this Contract is found to be untrue or misleading.

14.2. The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

14.3. Upon termination of the Contract for any reason whatsoever:

(a) (subject to Condition 14.2 above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 14.3;

(b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and

(c) the Supplier shall immediately return to the Customer (or if the Customer so requests by notice in writing, destroy) all of the Customer's property in its possession at the date of termination including all confidential information, together with all copies of such confidential information and shall certify that it has done so, and shall make no further use of such confidential information.

15. Assignment, Sub-Contracting and Third Party Rights

15.1. The Customer reserves the right to perform any of its obligations or exercise any of its rights under the Contract through any Customer Affiliate provided that any act or omission of any such Customer Affiliate shall be deemed to be the act or omission of the Customer.

15.2. The Contract is personal to the Supplier. The Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of the Customer.

15.3. The Customer may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Supplier.

15.4. Save for any Customer Affiliate (as described in Condition 15.1 above) no person who is not a party to these Conditions (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of these Conditions which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Condition 15.4 provided always that the Customer and the Supplier may rescind, vary or terminate the Contract without the consent of any of the Customer Affiliates.

16. Audit

16.1. The Supplier shall permit the Customer and nominated third parties to access the facilities from which the Supplier provides the Services on written notice as may be reasonably required in order to:

(a) fulfil any request by any regulator and/ or ensure compliance with any legal or regulatory requirement to which the Customer or a Customer Affiliate is subject;

(b) identify suspected fraud or bribes; and

(c) verify that the Services are being supplied in accordance with the Contract.

17. Anti-Bribery

17.1. The Supplier shall:

(a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 (as amended, revoked and replaced);

(b) not engage in any activity, practice or conduct which would constitute an offence under such Acts set out in Condition 17.1(a) or any other anti-corruption legislation;

(c) have and maintain in place throughout the term of any Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with any anti-bribery legislation; and

(d) enforce the policies and procedures described in Condition 17.1(c).

18. General

18.1. Nothing in this Contract shall exclude or limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation.

18.2. The Supplier shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any other property of the Customer in the Supplier's possession, in respect of any sums owed by the Customer to the Supplier under the Contract or otherwise.

18.3. The Contract is entered into in the English language and all amendments to the Contract, all correspondence concerning or relating to the Contract and all notices given and all documentation to be delivered by either party to the other under these Conditions shall be in writing in the English language or shall be accompanied by an English translation prepared by such person or body as the Customer shall have approved in writing in advance.

18.4. Nothing in these Conditions shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of the Supplier shall be deemed to be or have become an employee of the Customer.

18.5. No purported alteration or variation of these Conditions shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.

18.6. The waiver by either party of any breach of these Conditions shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of these Conditions shall be in writing.

18.7. If at any time any part of these Conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from these Conditions and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired as a result of that omission.

18.8. Any notice given under this Contract shall be in writing and delivered by fax, first class post or e-mail to the address of the relevant party to whom the notice is being sent as specified in the Order, or such other address as is notified to the other party from time to time provided that in the case of notices sent by fax or e-mail a confirmation copy of the transmission is sent to the recipient by first class post as set out in this Condition.

19. Law and Jurisdiction

19.1. These Conditions and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature, such as claims in tort, negligence or otherwise) shall be governed by and construed in all respects in accordance with English law and all disputes or claims arising out of or relating to these Conditions shall be subject to the non-exclusive jurisdiction of the English Courts to which the parties irrevocably submit. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract.