CASTELL SAFETY INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

The Customer's attention is particularly drawn to the exclusions and limitations of liability at Condition 10.

1. DEFINITIONS AND INTERPRETATION

1.1 defined words and expressions have the meanings set out at www.Castell.com unless the context otherwise requires;

1.2 references to the defined term Conditions are to the terms and conditions set out in this document;

1.3 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;

1.4 unless the context otherwise requires:

1.4.1 references to the singular include the plural and vice versa and to references to any gender include every gender;

1.4.2 references to a "person" include any individual, body corporate, association, partnership, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.5 references to any statute or statutory provision include any subordinate legislation made under it and will be construed as references to that statute, statutory provision and/or subordinate legislation as modified, extended, enacting, amending or replacing it and in force from time to time;

1.6 any words following the words "including", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

1.7 any reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;

1.8 references to "in writing" or "written" include e-mail;

1.9 any reference to an English or Welsh term, concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;

1.10 any reference to:

1.10.1 time of day is to London GMT or BST (as relevant);

1.10.2 a day is to a period of 24 hours running from midnight to midnight;

1.10.3 an obligation on a particular person or entity to ensure the performance or safety standards of another person will be construed as a primary obligation of that party; and

1.10.4 any obligation on a party not to do or omit to do anything includes an obligation not to fail (by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person.

2. CONTRACT FORMATION

2.1 Any quotation given by the Supplier will be valid for 60 days from and including its date, and will constitute an invitation to treat and not an offer.

2.2 The Order constitutes an offer by the Customer to purchase Goods and Services from the Supplier on these Conditions. A contract for the supply of Goods and Services by the Supplier to the Customer on these Conditions will be formed when the Supplier accepts the Order by issuing an Order Acknowledgement to the Customer. The Supplier will use reasonable endeavours to respond to the Customer's offer within 3 Business Days of receipt of the Customer's Order.

2.3 These Conditions are the only terms and conditions on which the Supplier will supply goods and services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is issued by the Supplier) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

2.4 Delivery or commencement of the performance of the Services will be deemed to constitute the Supplier's acceptance of the Contract.

2.5 The Supplier will be entitled, at its discretion, to deliver Goods by separate instalments. The Supplier will be entitled to invoice the Price for each instalment separately in accordance with Condition 7.5. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Customer the right to cancel or terminate any other contract.

3. PRICE

3.1 The Supplier will obtain the Customer's prior approval in order to:

3.1.1 vary the design, finish or Specification of Goods and/or their packaging; and/or

3.1.2 substitute any materials or parts which are used in Goods and which are unavailable for any reason with alternative materials or parts, unless the variation or substitution is necessary to comply with Applicable Law, in which case the Supplier will use reasonable endeavours to give the Customer prior written notice of any such variation or substitution.

3.2 With the exception of the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods and are not to be construed as a representation of them.

3.3 The Contract is not a sale by sample.

4. DELIVERY

4.1 All Goods, whether or not specifically included in the Order Acknowledgement, the Goods will be Delivered Ex Works (as such term is defined in Incoterms 2010) at the location specified in the Order Acknowledgement. Delivery of the Goods will be deemed to occur when the Customer gains possession of the Goods, whether or not title to the Goods has passed to the Customer or any event or term which might be construed as a primary obligation of the Customer. Once the Goods are Delivered, the risk of loss or damage to the Goods shall pass to the Customer, and the Customer will be liable to the Supplier for any loss or damage to the Goods which occurs after delivery.

4.2 Upon receipt of the Goods by the Customer, the Customer will carry out an inspection of the whole consignment and check it to satisfy that it is complete and free from obvious defects. The Supplier reserves the right to inspect any Goods returned by the Customer on the grounds of non-compliance with the Specification, and to require the Customer to pay for any reasonable costs incurred, which shall include the cost of removing or replacing any Goods in the Customer's possession, or the cost of any correction in the Customer's possession. The Customer is under no obligation to accept the Order.

4.3 If the Goods have not been Delivered under Condition 4.1 within 10 Business Days from the estimated Delivery date set out in the Order Acknowledgement, the Customer will notify the Supplier in writing and, if the Supplier fails to Deliver the Goods within a further 5 Business Days of the Customer's written notice, the Supplier will be deemed to have failed to Deliver the Goods (within the meaning of Condition 4.1) and will be liable to the Customer in all respects for a breach of contract. The Supplier will not be relieved of its obligations to Deliver the Goods but the Customer will have the right to cancel the Contract or to reject any Goods by reason of a delay in Delivery or failure to Deliver.

4.4 If Delivery occurs but the Customer fails to accept delivery of, or to collect, the Goods, the Supplier will keep the Goods at the Customer's risk and the Supplier will be entitled to charge the Customer for all costs and expenses which the Supplier incurs in connection with the Customer's failure to accept or collect the Goods.

4.5 The Customer will ensure that any Goods and/or Services that the Customer purchases or receives from the Supplier under the Contract will not be received, inspected or stored by the Customer, any employees or agents of the Customer or by any other person will be construed as a primary obligation of that party; and

4.6.1 reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;

5. INSPECTION AND ACCEPTANCE

5.1 Any Goods will be deemed to be in accordance with the Specification and to comply with Applicable Law unless and until the Customer gives the Supplier written notice that it has any reasonable concerns regarding the quality or condition of the Goods or the Services.

5.2 If the Customer does not give notice to the Supplier under Condition 5.1 in respect of the Goods, the Supplier will be deemed to have accepted the Goods on expiry of the 10 Business Day period from and including the date of Delivery.

6. PASSING OF RISK AND RETENTION OF TITLE

6.1 Risk of damage to or loss of the Goods will pass to the Customer on Delivery.

6.2 The Customer is not entitled to resell, give or transfer the Goods until the Supplier has received payment in full of the Contract Price.

6.3 Until ownership of the Goods has passed to the Customer, the Customer will:

6.3.1 maintain the Goods in satisfactory condition; and

6.3.2 keep the Goods insured for their full price against damage or loss on an "all risks" basis.

6.4 The Customer may, by giving written notice to the Customer, pass legal and beneficial ownership of the Goods (or any of them) to the Customer at any time before the whole of the Price for the Goods has passed to the Customer.

6.5 Until ownership of the Goods has passed to the Customer, the Supplier will:

6.5.1 maintain the Goods in satisfactory condition; and

6.5.2 keep the Goods insured for their full price against damage or loss on an "all risks" basis.

6.6 The Customer's right to possession, use and resale of the Goods will terminate immediately, if, before Delivery, any Goods passes to the Customer in accordance with Conditions 6.2, 6.3 or 6.4.

6.7.1 The Customer may, by giving written notice to the Supplier, give written notice to the Supplier of any variation in the cost of supplying the Services and the Supplier will give written notice to the Supplier of any increase in the price of the Goods and/or Services, the price charged to the Customer for all costs and expenses which the Supplier incurs under this Contract and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

6.7.2 The Supplier will give written notice to the Customer of any delay in Delivery or failure to Deliver.

6.8 The Customer grants, and will procure that the owner of any third party premises at which the Goods are or may be stored in order to enter any premises where the Goods are or may be stored in order to retrieve any Goods and/or Services to which the Supplier is entitled to charge the Customer for all costs and expenses which the Supplier incurs under this Contract and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

6.9 Where the Supplier is unable to determine whether any goods are the Goods in respect of which the Customer's right to possession, use and resale has terminated, the Supplier will be entitled to store the Goods at the Supplier's sole risk and expense until the Supplier to the Customer in the order in which they were invoiced to the Customer.

6.10 The Customer may, by giving written notice to the Supplier, give written notice to the Supplier of any variation in the cost of supplying the Services and the Supplier will give written notice to the Supplier of any increase in the price of the Goods and/or Services, the price charged to the Customer for all costs and expenses which the Supplier incurs under this Contract and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

6.11.1 the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods and are not to be construed as a representation of them.

6.11.2 The Contract is not a sale by sample.

4. DELIVERY

4.1.1 the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods and are not to be construed as a representation of them.

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4.1.2 The Contract is not a sale by sample.
The warranty under Condition 8.1 will apply to any Goods which are repaired or replaced under Condition 8.3 for the remainder of the original Warranty Period.

If the Customer fails to make any payment due to the Supplier under the Contract or any of the Goods, the Supplier will be entitled to withhold further deliveries of goods and to suspend or terminate provision of the services until that payment has been made and to invoice for the Goods/services under the Contract or whether any goods/services under any other contract).

If the Customer becomes Insolvent all invoices issued by the Supplier will immediately become due and payable.

Save as otherwise expressly provided in these Conditions or required by law, all payments to be made by the Customer to the Supplier under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.

Following expiry or termination of the Contract, the Supplier will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and

Subject to Condition 10.4, the Supplier will not have any Liability for a breach of warranty at Condition 8.1, the Customer will:

The exclusions from, and limitations of, Liability set out in this Condition 10 will be subject always to Condition 10.4.

UNFAIR CONTRACT TERMS

It is a party’s obligation under the Contract to notify the Supplier when it has reasonable cause to believe that the continued performance of the Contract is or would be in breach of any Applicable Law relating to sanctions or export control.

Either party may terminate the Contract immediately by giving written notice to the effect that the other party has failed to perform any of its obligations contained in the Contract; 12.2.2 the Supplier relying on any incomplete or inaccurate data provided by a third party; or

13.3.3 the Customer will not be in breach of the Contract or otherwise liable to the Supplier for any failure to perform or delay in performing its obligations under the Contract as a result of:

10.4.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or

10.4.3 for any matter for which liability is permitted by law to exclude or limit, or to attempt to exclude or limit, its Liability.

5.7 Unless otherwise notified to the Customer by the Supplier (for example where the Supplier has concerns about the Customer’s creditworthiness), the Supplier will invoice the Customer for the Goods and any packaging, insurance, carriage and delivery costs payable by the Customer in advance and any and all Expenses payable by the Customer in addition to the Charges following Delivery.

Condition 5.1: Risk of Damage

Where the Supplier exercises its discretion to ask for upfront payment where the Supplier will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and

If the Customer fails to make any payment due to the Supplier under the Contract or any of the Goods, the Supplier will be entitled to withhold further deliveries of goods and to suspend or terminate provision of the services until that payment has been made and to invoice for the Goods/services under the Contract or whether any goods/services under any other contract).

Any discussion, negotiations or proposals with or to any one or more of the Customer’s creditors in relation to any composition, compromise, arrangement or scheme of arrangement of debt or debts owed to any such creditor; or

12.3.9 loss or damage arising out of any failure by the Customer to keep full and up to date copies of any computer program and data held or used by or on behalf of the Customer (whether direct, indirect or consequential); or

10.3.10 indirect, consequential or special loss, subject always to Condition 10.4.

10.4 Nothing in the Contract will operate to exclude or restrict one party’s Liability (if any) for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);

12.1.1 provide the Supplier with all such information and assistance as the Supplier may reasonably require from time to time to perform its obligations or to exercise any of its rights under the Contract;

Subject to Condition 14.4, the Customer will not be in breach of the Contract or otherwise liable to the Supplier for any failure to perform or delay in performing its obligations under the Contract on or before the due date. Condition 13.4 will apply instead to any such failure.

The warranty under Condition 8.1 applies to the Goods from the date of Delivery, but time for reasonable care and skill.

Subject to Condition 5.1, risk of damage in transit after Delivery;

12.1.2 any discussions, negotiations or proposals with any person in relation to the performance of any aspect of the Contract;

12.1.12 the Customer’s creditors in relation to any composition, compromise, arrangement or scheme of arrangement of debt or debts owed to any such creditor; or

If the Customer fails to make any payment due to the Supplier under the Contract on or before the due date, the Supplier will be entitled to charge the Customer interest on that sum at 4% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to be calculated on a daily basis from the due date (inclusive) to and including the date of payment.

Each invoice will be payable by the Customer within 30 days following the date of Delivery, or such later date as may be notified to the Customer by the Supplier.

The Customer will be entitled to return the Goods for repair or replacement at the Supplier’s cost, or to have the Goods repaired or replaced at the Supplier’s cost, where the Supplier fails to meet any of its obligations under the Contract.

11.1 Nothing in the Contract will operate to transfer to the Customer or to grant to the Customer any licence or other right to use any of the Supplier’s Intellectual Property Rights in the Goods and Services solely to the extent necessary to use the Goods and Services for the purpose for which they were supplied.

12.2 The Customer will:

12.3.10 breaches of the Supplier’s intellectual property rights; (iii) any information provided by the Customer being inaccurate or incomplete.

11.2 The warranty under Condition 8.3 will apply to any Goods which are repaired or replaced under Condition 8.1 for the remainder of the original Warranty Period.

The Supplier warrants to the Customer that it will provide the Services with in all material respects.

Notwithstanding any other term of the Contract, the Supplier will not be in breach of the Contract if the breach is caused by an event outside the Supplier’s control for which the Supplier could not reasonably have been expected to take steps to prevent (a) a Force Majeure Event.

Within 30 days after the date of expiry or termination of the Contract, on request by the Supplier or the Customer, the Supplier will deliver to the Customer if: (i) the Supplier has reasonable cause to believe that the continued performance of the Contract is or would be in breach of any Applicable Law relating to sanctions or export control; or (ii) the other party has failed to perform or delay in performing its obligations.

13.3.1 the Customer will:

1.8.1 the Supplier warrants to the Customer that for a period of 12 months from the date of Delivery, the Goods will, subject to Condition 5.1, conform to the Specification in all material respects.

10.3.7 loss of use or value of any data or software (whether direct, indirect or consequential); 10.3.8 wasted management, operational or other time (whether direct, indirect or consequential);

10.3.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);

10.3.6 Liability of the Customer to third parties (whether direct, indirect or consequential);

13.7.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which the Supplier and the Customer has incurred prior to the date of termination.

Within 30 days after the date of expiry or termination of the Contract, or request by the Supplier or the Customer, the other party will return to the other party or destroy the other party’s Confidential Information.

14. FORCE MAJEURE

The forces or any other cause for which the Supplier is not responsible or is not required to take steps to prevent (b) the continued performance of the Contract is or would be in breach of any Applicable Law relating to sanctions or export control.

13.1.3 the Customer will:

14.1 The Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event.

14.2 If the Force Majeure Event occurs as soon as reasonably practicable after becoming aware of the Force Majeure Event give written notice to the Customer that the Force Majeure Event has occurred; and

13.3.4 any claims for damages for breach; and

Each invoice will be payable by the Customer within 30 days following the date of Delivery, or such later date as may be notified to the Customer by the Supplier.

The Supplier will be entitled to invoice the Customer for the Goods and any packaging, insurance, carriage and delivery costs payable by the Customer in advance and any Expenses payable by the Customer in addition to the Charges following Delivery.

9.1 The Supplier warrants to the Customer that it will provide the Services with reasonable care and skill.

10.4.1 for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);

Unfair Contract Terms Act 1977);
obligations under the Contract to the extent that this is due to a Force Majeure Event affecting the Supplier.

14.4 If the Supplier is affected by a Force Majeure Event the Customer will continue to pay the Supplier's invoices in accordance with Condition 7.6 in respect of any Goods and Services which the Supplier continues to supply notwithstanding the occurrence of the Force Majeure Event.

14.5 If a Force Majeure Event which gives rise to relief from Liability under Condition 14.1 continues for a period of more than 60 days, either party will be entitled to terminate the Contract immediately by giving written notice to that effect to the other party.

15. CONFIDENTIALITY

15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, suppliers or affairs of the other party or of any member of the Group to which the other party belongs ("Confidential Information") except as permitted by Condition 15.2.

15.2 Each party may disclose the other party's Confidential Information to:

15.2.1 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 the Contract.

15.2.2 its advisors, accountants, lawyers or other professional advisers (in each case to the extent necessary to enable them to provide advice or assistance to the party to the extent authorised by the other party, provided that the party taking such advice from the other party has taken all reasonable steps to ensure that such advisors, accountants, lawyers or other professional advisers are subject to the same conditions of confidentiality as the party which has provided the Confidential Information as are necessary to protect the Confidential Information from unauthorised disclosure in the circumstances in which it was provided by the party.

15.2.3 in connection with the transaction of business or any other good faith dealing between the parties or in any negotiation or in connection with the highlights of the Contract which are not otherwise subject to a confidentiality agreement or confidentiality undertaking.

15.3 Each 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 the Contract.

16. DATA PROTECTION

16.1 Each party will comply with the Data Protection Laws applicable to it.

16.2 In the event the supplier processes personal data from the customer, how this is collected and used is detailed in the "Privacy Policy" which can be found at www.castell.com

16.3

17. ANTI-SLAVERY

17.1 Both parties will comply with all applicable Anti-Slavery Laws.

18. ANTI-CORRUPTION

18.1 Each party will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:

18.1.1 local and national laws in the territories in which it operates;

18.1.2 the UK Bribery Act 2010;

18.1.3 the US Foreign Corrupt Practices Act 1977;

18.1.4 the UN Convention Against Corruption;

18.1.5 in relation to the Supplier only, comply with the Supplier Group's code of conduct relating to bribery and corruption (as amended from time to time) found at www.halma.com

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 The Supplier will be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract.

19.2 The Customer will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract without the Supplier's prior written consent.

19.3 The Supplier will be entitled to sub-contract any of its obligations under the Contract.

19.4 The Customer will not be entitled to sub-contract any of its obligations under the Contract without the Supplier's prior written consent.

20. NOTICE

20.1 Subject to Condition 20.2, any notice given under or in connection with the Contract will be in the English language and:

20.1.1 sent to the relevant party's address by pre-paid first class post, or airmail post or mail delivery service providing guaranteed next working day delivery and proof of delivery;

20.1.2 delivered to or left at the relevant party's address (but not, in either case, by one of the methods set out in Condition 20.1.1); or

20.1.3 sent by e-mail to that party's e-mail address.

20.2 Any notice given in accordance with Condition 20.1 will be deemed to have been served if:

20.2.1 by first class post or mail delivery service in each case as set out in Condition 20.1.3, at 9.00 a.m. on the second Business Day after the date of posting;

20.2.2 by airmail post as set out in Condition 20.1.1, at 9.00 a.m. on the tenth Business Day after the date of posting;

20.2.3 as set out in Condition 20.1.2, at the time the notice is delivered to or left at that party's address; and

20.2.4 as set out in Condition 20.1.3, at the time of sending the e-mail, provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 9.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

20.3 This Condition 20 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

21. GENERAL

21.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

21.1.1 neither party has entered into the Contract upon undue inducement, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other party, which is not otherwise set out in the Contract);

21.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and

21.1.3 nothing in this Condition 21.1 will be interpreted or construed as limiting or excluding the Liability of any person for fraud or fraudulent misrepresentation.

21.2 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party granting the waiver or, if not signed, evidenced in such manner as shall reasonably be expected to demonstrate that the party granting the waiver knew of the event or matter for which it is given or that the party granting the waiver intended to have the effect of a waiver.

21.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

21.4 No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of the Supplier.

21.5 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

21.6 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

21.7 The Supplier's employees, agents and sub-contractors will be entitled to enforce Condition 10 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract.

21.8 The parties may vary or rescind the Contract without the consent of the Supplier's employees, agents or sub-contractors.

21.9 Save as provided in Condition 21.7, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

21.10 The Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any other rights and remedies provided by law.

22. GOVERNING LAW AND JURISDICTION

22.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

22.2 Subject to Condition 22.3, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).

22.3 Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

22.4 Subject to Condition 22.3, each party waives any objection to, and agrees to submit to, the exclusive jurisdiction of the courts of England and Wales.