

## STANNAH LIFT SERVICES LIMITED

### Terms & Conditions of Purchase of Goods and Services

#### 1. Interpretation

1.1. In these conditions the following definitions apply:-

**Buyer:** Stannah Lift Services Limited of Watt Close, Andover SP10 3SD, a Company registered in England and Wales with company number 1189799.

**Conditions:** the terms and conditions set out in this document (as amended from time to time) and any special terms and conditions agreed in writing between the Buyer and the Supplier.

**Contract:** the contract between the Buyer and the Supplier for the sale and purchase of the Goods and the supply and acquisition of the Services in accordance with these Conditions.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Delivery Address:** the address stated on the Order for performing the Services or delivering the Goods.

**Delivery Date:** the date stated on the Order for performing the Services or delivering the Goods.

**Goods:** the goods or any part of them described in the Order.

**Minimum Sum:** the amount stated on the Order for each insurance type and in the absence of such amount no less than £2,000,000 (two million pounds).

**Order:** the Buyer's Order for the Goods and/or Services, as set out in the Buyer's purchase order form into which these Conditions are incorporated.

**Price:** the price of the Goods and/or the charge for the Services.

**Project:** the project described in the Order

**Services:** the services (if any) described in the Order.

**Specification:** any specification for the Goods and/or Services, including any related plans and drawings, that is agreed in writing by the Buyer and the Supplier.

**Supplier:** the person or firm from whom the Buyer purchases the Goods and/or Services.

**Works:** the works comprising the Project (or part of it) to be carried out and completed by the Buyer.

1.2. Any reference in these Conditions:

- 1.2.1. to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended prior to the date of the Order excluding any part of such amendment, re-enactment or extension as could have retrospective effect to the Order;
- 1.2.2. to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.3. to a party includes its successors or permitted assigns; and



1.2.4. to writing or written includes faxes and e-mails.

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

## **2. Basis of purchase**

2.1. These Conditions shall apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.3. The Order shall be deemed to be accepted on the earlier of:-

2.3.1. the Supplier issuing a written acceptance of the Order; or

2.3.2. the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

2.4. No variation to the Order or these Conditions shall be binding unless agreed in writing between the Buyer and the Supplier.

2.5. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

## **3. The Goods**

3.1. The Supplier warrants to the Buyer that the Goods shall:-

3.1.1. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgment;

3.1.2. be free from defects in design, material and workmanship and remain so for 12 months after the Delivery Date;

3.1.3. correspond with their description and any applicable Specification or sample; and

3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3. The Supplier shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.4. If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Supplier within 14 days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.



- 3.5. Without prejudice to clause 3.1.4 of these Conditions the Goods shall be marked in accordance with the Buyer's instructions, any applicable regulations and any other requirements or relevant Codes of Practice and requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

#### **4. Delivery of Goods**

- 4.1. The Supplier shall deliver the Goods:-
- 4.1.1. on the Delivery Date, or if no date is specified, within 28 days of the date of the Order;
  - 4.1.2. to the Delivery Address or such other location as instructed by the Buyer in writing prior to delivery; and
  - 4.1.3. during the Buyer's usual business hours, or as instructed by the Buyer.
- 4.2. Unless the Supplier informs the Buyer within 7 days of the date of the Order the Supplier shall be deemed to accept the Delivery Date is realistic and will be met by the Supplier.
- 4.3. The time of delivery of the Goods is of the essence of the Contract and completion will only have taken place for the purposes of the Contract when:-
- 4.3.1. the Goods have been delivered in accordance with subclause 4.1 above; and
  - 4.3.2. when the documents referred to in subclause 4.4 and 4.8 below and any instruction manual or explanatory material needed for the safe and efficient use of the Goods have been supplied.
- 4.4. All Goods must be accompanied by the necessary shipping documents (including any export licenses, certificates of origin, permits) as well as by a delivery note which specifies the Goods precisely and shows the Buyer's order number, any other data the Buyer reasonably requires and the Buyer shall be given every assistance by the Supplier in obtaining any other documents which may be required by the Buyer or his client.
- 4.5. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single Contract and shall not be severable.
- 4.6. Unless otherwise previously agreed in writing, the Buyer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 4.7. The Supplier shall provide a Certificate of Compliance or test Certificate if stated on the Order.

#### **5. Supply of Services**

- 5.1. The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the Buyer in accordance with the terms of the Contract.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Buyer.
- 5.3. In providing the Services, the Supplier shall:
- 5.3.1. co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;



- 5.3.2. perform the Services with the reasonable care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- 5.3.4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Buyer;
- 5.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6. use good quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
- 5.3.7. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 5.3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's or any third party premises;
- 5.3.9. hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Supplier (Buyer Materials) in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation; and
- 5.3.10. not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.

## **6. Price of the Goods and Services**

- 6.1. Unless otherwise stated the Price of the Goods or Services shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence, and shall be:-
  - 6.1.1. exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a valid VAT invoice);
  - 6.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax; and
  - 6.1.3. inclusive of every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.



- 6.3. The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.
- 6.4. The Supplier shall pay all relevant taxes, levies imports and or fees including for the avoidance of doubt any import and/or export duties prior to delivery of the Goods to the Buyer.

## **7. Terms of Payment**

- 7.1. The Supplier may invoice the Buyer for the Goods or the Services on or at any time after completion of delivery of the Goods or completion of the Services, as the case may be, and each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including but not limited to the Order number.
- 7.2. Invoices for Goods shall not be sent with the Goods but shall be sent by the Supplier to the Invoice Address stated on the Order.
- 7.3. Unless otherwise stated in the Order, or previously agreed in writing, the Buyer shall pay the Supplier the invoiced amount within 60 days after:
  - 7.3.1. the end of the calendar month of receipt of a proper invoice for the Goods and/or the Services; or
  - 7.3.2. if later, after acceptance of the Goods and/or Services by the Buyer.
- 7.4. The Buyer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
- 7.5. If a party fails to make any payment due to the other under the Contract by the due date for payment (due date), then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

## **8. Intellectual Property**

- 8.1. In respect of the Goods and any goods that are transferred to the Buyer as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.
- 8.2. The Supplier assigns to the Buyer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 8.3. The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.



- 8.4. The Supplier shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Contract, including all right, title and interest in and to the intellectual property rights assigned to the Buyer in accordance with clause 8.2
- 8.5. All Buyer Materials are the exclusive property of the Buyer.

## **9. Buyer Remedies**

- 9.1. If the Supplier fails to deliver the Goods and/or perform the Services by the Delivery Date, the Buyer shall, without limiting its other rights or remedies, have one or more of the following rights:
- 9.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 9.1.2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
  - 9.1.3. to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
  - 9.1.4. where the Buyer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
  - 9.1.5. to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates
- 9.2. If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods:
- 9.2.1. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
  - 9.2.2. to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 9.2.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - 9.2.4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - 9.2.5. to recover from the Supplier any expenditure incurred by the Buyer in obtaining substitute goods from a third party; and
  - 9.2.6. to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 9.3. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 9.4. The Buyer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.



## **10. Risk and Title**

- 10.1. Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
- 10.2. The title to the Goods shall pass to the Buyer on the first to occur of:
  - 10.2.1. The Goods being delivered to and unloaded at the Delivery Address; or
  - 10.2.2. payment by the Buyer for the Goods; or
- 10.3. In the event that a Receiver is appointed in respect of the Buyer, title to any of the Goods for which the Buyer has not by then paid the Supplier or its agent shall be deemed to have reverted to the Supplier absolutely immediately prior to the appointment of such Receiver.

## **11. Liability and Indemnity**

- 11.1. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall within 14 days of the actual or purported delivery of the Goods, or within 14 days of the Buyer becoming aware of any cause for dissatisfaction (other than de minimis ) with the Services, be entitled:-
  - 11.1.1. to require the Supplier within seven days to repair the Goods or to supply replacement Goods or to provide (or if appropriate to begin to provide) full satisfactory Services in accordance with the Contract; or
  - 11.1.2. at the Buyer's sole option, and whether or not the Buyer has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
- 11.2. The Supplier shall keep the Buyer indemnified in full against all liability, losses (whether direct or indirect), damages, costs and expenses (including legal, indirect or consequential expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:-
  - 11.2.1. breach of any warranty given by the Supplier in relation to the Goods or the Services;
  - 11.2.2. any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
  - 11.2.3. any liability under the Consumer Protection Act 1987;
  - 11.2.4. any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
  - 11.2.5. any act or omission of any of the Supplier's personnel in connection with the performance of the Services.
- 11.3. Neither the Supplier nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure occurs for reasons beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:-





- 11.3.1. Act of God, explosion, flood, tempest, fire or accident;
  - 11.3.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 11.3.3. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 11.3.4. import or export regulations or embargoes;
  - 11.3.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either the Supplier or the Buyer or of a third party);
  - 11.3.6. difficulties (not caused by any neglect or omission by the Supplier) in obtaining raw materials, labour, fuel, parts or machinery; and
  - 11.3.7. power failure or breakdown in machinery not caused by any neglect or omission by the Supplier.
- 11.4. For the duration of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, product liability insurance and public liability insurance for a sum not less than the Minimum Sum to cover the liabilities that may arise under or in connection with the Contract and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 11.5. For the duration of the Contract and for a period of 12 years after the date of completion of the Works, the Supplier shall maintain professional indemnity insurance cover with a reputable insurance company for a sum not less than £1,000,000 (one million pounds) in respect of each and every claim or series of claims arising out of the same cause source or event and to cover the Supplier's obligations arising under or in connection with this Contract, with the exception of claims arising out of or in connection with pollution and contamination where such cover may be for a sum not less than the Minimum Sum in the annual aggregate, and, so long as such insurance is available in the market, you shall continue to maintain such insurance with that insurer or another reputable insurer and shall, on the Buyer's request, produce the insurance certificate giving details of cover.
- 11.6. This clause 11 shall survive termination of the Contract.

## **12. Termination**

- 12.1. The Buyer may terminate the Contract in whole or in part at any time before delivery or performance with immediate effect by giving notice in writing to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Buyer's sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination. Such payment shall not include loss of anticipated profits or any consequential loss.
- 12.2. The Buyer may terminate the Contract with immediate effect without liability to the Supplier by giving notice to the Supplier at any time if:-
- 12.2.1. the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing of the breach;
  - 12.2.2. the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or





(being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

12.2.3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or

12.2.4. the Supplier ceases, or threatens to cease, to carry on business; or

12.2.5. the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

12.3. In any of the circumstances in these Conditions in which the Buyer may terminate the Contract, where both Goods and Services are supplied, the Buyer may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

### **13. Consequences of Termination**

13.1. On termination of the Contract or any part of it for any reason:-

13.1.1. where the Services are terminated, the Supplier shall immediately deliver to the Buyer all Deliverables, whether or not then complete, and return all Buyer Materials. If the Supplier fails to do so, then the Buyer may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

13.1.2. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

13.1.3. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

### **14. Confidentiality**

14.1. Both parties acknowledge that all information relating to each other's business or to that of any associated company of either of them (including the fact of and the terms of this Order) which is not already in the public domain otherwise than as a breach of these Conditions by the other party is confidential. The parties agree not to disclose the confidential information to any other person (save that the Buyer may disclose such information to other companies in the Stannah Lifts Holdings Limited group of companies and both parties may disclose as required to comply with instruction under law or to acquire proper insurance) and agree not to use any such confidential information for any purpose other than fulfilling the Order.

14.2. Each party shall be liable to the other for any unauthorised disclosure made in the course of employment or contract by any of their employees, servants and/or agents and shall take all reasonable precautions to prevent any such disclosure, including the taking of legal proceedings.

14.3. The Supplier shall not use any of the names trademarks or trading names of the buyer or of any other company within the Stannah Lifts Holdings Limited group of companies nor shall it refer to the business connection at any time (whether before after or during fulfilment of the Order) for advertising, promotion or other purposes without the prior Written consent of the Buyer.



14.4. The Supplier agrees and acknowledges that any data (including, but without limitation, data about personnel) may be and in fact will be stored and processed by the Buyer and/or by third parties employed by or in contract with the Buyer.

## **15. Acts of Parliament**

The Supplier shall comply with any Act of Parliament, any instrument, rule or order made under any Act of Parliament and associated sanctions.

- 15.1. The Supplier shall have and maintain in place at all times its own policies and procedures including but not limited to adequate procedures under the Bribery Act 2010 to ensure compliance with anti-bribery and anticorruption legislation and enforce them where appropriate.
- 15.2. The Supplier shall have and maintain in place at all times its own policies and procedures including but not limited to adequate procedures under the Modern Slavery Act 2015 to ensure compliance with modern slavery legislation and enforce them where appropriate.
- 15.3. The Supplier shall prior to 25 May 2018 have and maintain in place at all times its own policies and procedures including but not limited to adequate procedures under the General Data Protection Regulations 2018 to ensure compliance with modern slavery legislation and enforce them where appropriate.
  - 15.3.1. The Supplier shall not use any personal data for any purpose other than for the fulfilment of the Order.
  - 15.3.2. On completion of the Order or termination thereof if earlier the Supplier shall return to Stannah any and all documents provided to the Supplier by Stannah and which contain personal information.

## **16. General**

- 16.1. The Supplier shall ensure that any person employed by it or contracted to it who enters onto the premises of the Buyer or of any other company within the Stannah Lifts Holdings Limited group of companies or of any third party receives and complies with the safety rules and with the procedures and working practices in force from time to time and any other reasonable instructions given by or on behalf of the Buyer.
- 16.2. The Supplier shall keep and shall produce to the Buyer at its request at any reasonable time all safety and other product information and documentation relating to the Goods or Services (including such documents as are necessary for tracing the Goods and all parts thereof for a minimum of six years (fifteen years if the Order includes any design work) following Delivery and furthermore shall procure that any suppliers to the Supplier of the Goods shall do likewise.
- 16.3. In the event of the recall of the Goods or manufacturer's requirement or recommendation for their modification the Supplier shall forthwith provide to the Buyer complete and full information about such recall recommendation or requirement, and shall at the expense of the Supplier provide the Buyer with every reasonable assistance (including the temporary loan of substitute Goods) to minimise disruption or the risk of disruption to the Buyer's business.



- 16.4. The Buyer is a member of the group of companies whose holding company is Stannah Lifts Holdings Limited, and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.
- 16.5. The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 16.6. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified for this purpose pursuant to this provision to the party giving the notice.
- 16.7. No waiver by the Buyer of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.8. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall remain in force for the duration of the Contract.
- 16.9. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.10. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.