

REFLEX GAMING LIMITED -TERMS AND CONDITIONS OF SUPPLY
The customer's attention is drawn in particular to the provisions of clause 11.

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

"Associated Company" means any subsidiary or any holding company from time to time of the Customer, and any subsidiary from time to time of a holding company of the Customer. The words 'holding company' and 'subsidiary' shall have the meanings ascribed to them by the Companies Act 2006 section 1159.

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with clause 14.7.

"Confidential Information" means the business or affairs of a party or of any Associated Company, including but not limited to information relating to a party, or any Associated Company's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and Customers.

"Contract" means the contract between the Supplier and the Customer for either the Testing or the sale and purchase of the Goods in accordance with these Conditions.

"Customer" means the person, firm, or company who purchases the Goods from the Supplier.

"Force Majeure Event" has the meaning given in clause 12.

"Goods" means the goods (or any part of them) set out in the Order.

"Intellectual Property" means patents, copyright, trade mark, rights in designs, the right to sue for passing off, database rights and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world.

"Order" means an order in respect of the Goods.

"Representatives" means a party's employees, officers, agents, consultants or sub-contractors.

"Specification" means any specification for the Goods, including any related plans and drawings.

"Supplier" means Reflex Gaming Limited (registered in England and Wales with company number 5099541).

"Test" means to take the Goods on test in accordance with clause 8.1. And **"Testing"** shall be construed accordingly.

"Test Period" has the meaning given in clause 8.1.

"Warranty Period" means in relation to refurbished or used Goods, three (3) months from the date of despatch, and for new Goods six (6) months from the date of despatch.

1.2 **Construction.** In these Conditions, the following rules apply:

1.2.1 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its Representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms **"including", "include", "in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **"writing"** or **"written"** includes faxes and e-mails.

1.2.6 Unless the context otherwise requires, words in the singular shall include the plural and visa versa.

2. BASIS OF CONTRACT / ORDERS

2.1 The Order constitutes an offer by the Customer to either take the Goods on Test or purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. Each Order shall, as a minimum, specify the type of Goods and quantity to be Ordered.

2.2 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. The Supplier shall be free to accept or decline an Order at its absolute discretion. The Supplier shall assign an Order number to each Order it accepts and notify the same to the Customer. Provided the Price has not been paid, the Supplier may terminate an Order prior to delivery (or after delivery with respect to Goods on Test) where the Customer or on of the Customer's Associated Companies brings a claim, or otherwise institutes legal proceedings, against the Supplier.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

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

2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of twenty (20) Business Days from its date of issue.

3. GOODS

3.1 The specification of the Goods are described in the Supplier's product brief or on the Supplier's website, or in any applicable Specification.

3.2 The Supplier reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements, or otherwise at its sole discretion from time to time.

4. DELIVERY

4.1 The Supplier shall ensure that:

4.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the despatch, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.1.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available

for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**"Delivery Location"**) at any time after the Supplier notifies the Customer that the Goods are ready. If not stated in an Order, the default Delivery Location shall be the Supplier's factory gate (301 Bowbridge Road, Newark, Notts, NG24 4EQ) on the basis of Ex Works (ICC's Incoterms 2010) delivery.

4.3 Delivery of the Goods shall be completed when the Goods are placed at the Customer's disposal at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, the Customer's failure to comply with the terms and conditions of this agreement, or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to refunding the Price paid for such Goods (if any) by the Customer. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to comply with the terms and conditions of this agreement, or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to accept delivery of the Goods within three (3) Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third (3rd) Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

4.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If ten (10) Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY

5.1 The Supplier warrants that on delivery, and during the Warranty Period, the Goods, excluding Goods on Test, shall:

5.1.1 conform in all material respects with their description and any applicable Specification;

5.1.2 be free from material defects in design, material and workmanship; and

5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 or the Consumer Rights Act 2015).

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods, or (if there are none) good trade practice regarding the same, or the Customer uses the Goods in conjunction with any third party software not approved by the Supplier;

5.3.3 the defect arises as a result of the Supplier following any drawing, design, software interface requirements not approved by the Supplier, or a Specification supplied by the Customer;

5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.6 the Goods differ from their description or any Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier or a period of three (3) months from the date of provisions of such repaired or replaced Goods.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

6.2.1 the Goods; and

6.2.2 any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;

6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.2; and

6.3.6 without prejudice to the Customer's obligation to make payment, give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2 The Supplier may, by giving notice to the Customer at any time up to twenty (20) Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

7.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, other manufacturing costs and delivery costs (if the Goods are agreed to be delivered to the Customer's premises));

7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 Unless otherwise agreed in writing the price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to, and paid for by, the Customer.

7.4 The price of the Goods is exclusive of amounts in respect of value added tax ("**VAT**"). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.5 The Supplier may invoice the Customer for the Goods on or at any time after they are made available at the Delivery Location or otherwise after the despatch of the Goods. The Supplier may invoice the Customer for Goods on Test in accordance with clause 8.

7.6 The Customer shall pay the invoice in full and in cleared funds within thirty (30) days of the date of invoice. Time of payment is of the essence.

7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("**due date**"), then the Customer shall pay interest on the overdue amount at the statutory rate set out in the Late Payment of Commercial Debts (Interest) Act 1998. 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 Customer shall pay the interest together with the overdue amount.

7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. GOODS ON TEST

8.1 The Customer may request Goods to be taken on test, whereby the Customer shall test the performance of the Goods and decide whether to purchase the same or not ("**Test**"). Unless otherwise agreed Goods on Test shall, if not purchased by the Customer, be returned to the Supplier (at the Customer's cost) to the default Delivery Location within twelve (12) weeks of Delivery (the "**Test Period**").

8.2 The Supplier shall invoice the Customer in respect of Goods on Test on the date of dispatch of such Goods. If the Customer does not return the Goods on Test on or before the expiry of the Test Period, or otherwise accepts the Goods on Test, then without prejudice to any other agreement in respect of credit, the Customer shall pay the Price of Goods within thirty (30) days of the expiry of the Test Period or acceptance, as the case may be.

8.3 The Customer may not make any alterations or modifications to Goods on Test. If returned by the Customer all Goods will be returned according to same Specification to which they were delivered by the Supplier. The Supplier shall inspect returned Goods after a Test Period within five (5) days of their return. With reference to the Price of Goods and considering fair wear and tear, the Customer shall be responsible for the cost of: (a) all damage caused to Goods (excluding damaged caused by the Supplier); (b) Goods returned beyond economic repair for whatever reason; and (c) any components removed or swapped from the Goods by the Customer (or their agents) that do not accord to the Specification of the Goods delivered for Test by the Supplier.

8.4 Goods on Test are provided "AS IS" without warranty of any kind express or implied. Where the Goods on Test are purchased by the Customer in accordance with the agreement, the Warranty Period for such Goods shall be deemed to have commenced on the date of dispatch.

9. CONFIDENTIALITY

9.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information disclosed to it by the other party, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's Confidential Information:

9.2.1 to its Representatives who need to know such information for the purposes of carrying out the party's obligations under this agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 8 as though they were a party to this agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

9.2.2 as may be required by law, court order or any governmental or regulatory authority.

9.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party or to be implied from this agreement. In particular, unless otherwise agreed, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other Intellectual Property

Right held, made, obtained or licensable by either party now or in the future. This clause 8 shall survive termination of the Contract.

10. CUSTOMER'S INSOLVENCY OR INCAPACITY

10.1 If the Customer becomes subject to any of the events listed in clause 10.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

10.2 For the purposes of clause 10.1, the relevant events are:

10.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

10.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

10.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

10.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;

10.2.5 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

10.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

10.2.7 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

10.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

10.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.1 to clause 10.2.8 (inclusive);

10.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

10.2.11 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

10.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10.3 On termination of the Contract all payments payable to the Supplier shall become immediately due. This clause 10.3 is without prejudice to the Supplier's right to claim interest under the law or in accordance with this agreement.

10.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or the Consumer Rights Act 2015;

11.1.4 defective products under the Consumer Protection Act 1987; or

11.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

11.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

12. FORCE MAJEURE

12.1 Except in respect of a party's obligations to make payment, neither party shall be liable or responsible for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

12.2 A party claiming the benefit of this provision shall, as soon as reasonably practical after the occurrence of a Force Majeure Event: (a) notify the other party of the nature and extent of the Force Majeure Event; and (b) use reasonable endeavours to remove any such causes and resume performance under an Order as soon as reasonable practicable.

12.3 For the purposes of this clause 12 a **"Force Majeure Event"** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international

REFLEX GAMING LIMITED -TERMS AND CONDITIONS OF SUPPLY

The customer's attention is drawn in particular to the provisions of clause 11.

- calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 13. INTELLECTUAL PROPERTY AND INDEMNITY**
- 13.1 The Supplier shall be entitled to suspend all deliveries of Goods without liability in the event that it receives a claim from the Customer or an Associated Company alleging that the Supplier infringes the Customer's or an Associated Company's Intellectual Property. The Supplier shall only be obliged to recommence deliveries once Supplier decides, at its sole discretion, that such claim has been resolved to the Supplier's complete satisfaction.
- 13.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of a specification provided by the Customer. This clause 13.2 shall survive termination of the Contract.
- 14. GENERAL**
- 14.1 **Assignment and subcontracting.**
- 14.1.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 14.2 **Notices.**
- 14.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- 14.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second (2nd) Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one (1) Business Day after transmission.
- 14.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 14.3 **Severance.**
- 14.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 14.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14.4 **Entire Agreement.**
- 14.4.1 These terms and conditions together with the Order and any other order, the Specification and any other documents referred to in it constitute the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Order. Each party acknowledges that, in entering into the Order, it has not relied on any statement, representation, misrepresentation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in the order, the Specification, these terms and conditions and any other documents referred to herein. Each party agrees that all liability for and remedies in respect of any representations or misrepresentations are excluded except as expressly provided in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 14.5 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.6 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it or any rights under the Contracts (Rights of Third Parties) Act 1999.
- 14.7 **Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.
- 14.8 **Data Protection**
- 14.8.1 Where either party receives any personal data (as defined in the Data Protection Act 1998 or the General Data Protection Regulation (EU) 2016/679 (the "**Data Protection Laws**") then such party shall ensure that it complies with the Data Protection Laws and only deals with such data so as to fulfil its obligations under this agreement. Each party shall indemnify the other from any costs, claims or expenses (including reasonable legal expenses) arising out a party's breach of the Data Protection Laws under the terms of this agreement.
- 14.9 **Dispute Resolution**
- 14.9.1 If a dispute arises out of or in connection with this agreement, an Order or the performance, validity or enforceability of it ("Dispute") then, except as expressly provided in this agreement, the parties shall follow the dispute resolution procedure set out in this clause:
- 14.9.2 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documentation. On service of the Dispute Notice the Managing Director of the Supplier and the Managing Director of the Customer shall attempt in good faith to resolve the Dispute;
- 14.9.3 if the Managing Director of the Supplier and the Managing Director of the Customer are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the

- mediation, a party must serve notice in writing ("**ADR notice**") to the other party requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than twenty one (21) days after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.
- 14.10 The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings.
- 14.11 **Governing law and jurisdiction.** The 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.