

STANDARD TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS

NICHINO EUROPE CO., LTD.



1. Definitions and Interpretation

1.1 In these terms and conditions the following words shall have the following meanings:

Bank Payment Obligation: an inter-bank instrument being an irrevocable and independent undertaking of the Buyer's Bank to pay or incur a deferred payment obligation and pay at maturity a specified amount to Nichino's Bank to secure payments against the successful matching of trade data in accordance with this Contract and the URBPO

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

Buyer: the company, firm, organisation or person who purchases the Products from Nichino;

Buyer's Bank: an international banking institution selected to hold an account on behalf of the Buyer, and where the parties have agreed payment pursuant to BPO (clause 7.9 hereof) this shall be the Obligor Bank under the URBPO;

Certificate of Analysis: the certificate of analysis of the Products provided by Nichino to the Buyer with each delivery of the Products;

Conditions: the terms and conditions set out in this document;

Contract: the contract between Nichino and the Buyer for the sale and purchase of the Products in accordance with these Conditions;

EEA Countries: the countries or states which are members of the European Economic Area established under the Agreement on the European Economic Area;

Force Majeure Event: an event or circumstance beyond a party's reasonable control;

ICC: the International Chamber of Commerce headquartered at 33-43 avenue du President Wilson, 75116 Paris, France

ISP 98: the International Standby Practices published by the ICC under ICC Publication number 590.

Nichino: Nichino Europe Co., Ltd., a company registered in England and Wales with company number 06354832 whose registered office address is 5 Pioneer Court, Vision Park, Histon, Cambridge, CB24 9PT;

Nichino's Bank: an international banking institution selected to hold an account on behalf of Nichino and where the parties have agreed payment pursuant to BPO (clause 7.9 hereof) this shall be the Recipient Bank under the URBPO;

Order: the order for the Products submitted by the Buyer, which may be the Buyer's written acceptance of Nichino's quotation for the Products;

Order Confirmation: Nichino's written acceptance of the Order given to the Buyer, which acceptance may be given to the Buyer by email;

Products: Nichino's products (or any part of them) set out or referred to in the Order;

Specification: the specification for the Products that is agreed in writing by the Buyer and Nichino;

URBPO: the Uniform Rules for Bank Payment Obligations published by the ICC; and

URDG: the Uniform Rules for Demand Guarantees also known as URDG 758 published by the ICC

1.2 In these Conditions:

- (a) 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;
- (b) 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; and
- (c) a reference to **writing** or **written** includes faxes and emails.

1.3 The headings in these Conditions are for ease of reference only and shall not affect the construction or interpretation of these Conditions or the Contract.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer 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 the Products in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Nichino issues an Order Confirmation, at which point the Contract shall come into existence.

2.4 No Order which has been accepted by Nichino in accordance with 2.3 hereof may be cancelled by the Buyer except with the agreement in writing of Nichino on the terms that the Buyer shall

indemnify Nichino in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Nichino as a result of such cancellation.

- 2.5 Any samples, product characteristics, chemical structure diagrams, descriptive matter or advertising produced by Nichino, and any product details contained in Nichino's product literature or on Nichino's website, are produced or displayed for the sole purpose of giving an approximate idea of the products referred to but shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Products given by Nichino shall not constitute an offer. A quotation shall only be valid for a period of twenty (20) Business Days from its date of issue, unless otherwise specified by Nichino.

3. Products

- 3.1 The Products are described in the Specification.
- 3.2 Nichino reserves the right to amend the Specification if so required by, or to comply with, any applicable statutory or regulatory requirements.
- 3.3 The Buyer does not acquire any property rights to the formulation or specification of the Products which may be made available to it. Nichino remains the exclusive owner of any intellectual or industrial property rights relating to the Products.

4. Delivery

- 4.1 Nichino shall ensure that each delivery of the Products is accompanied by a delivery note that shows the date of the Order Confirmation, all relevant reference numbers, the type and quantity of the Products in the form of a Certificate of Analysis, special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered.
- 4.2 Nichino shall deliver the Products to the location set out or referred to in the Order Confirmation or such other location as the parties may agree (the **Delivery Location**) at any time after Nichino notifies the Buyer that the Products are ready.
- 4.3 Delivery is completed on the completion of unloading of the Products at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Nichino shall not be liable for any delay in delivery of the Products that is caused by a Force

COMMERCIAL IN CONFIDENCE.

Majeure Event or the Buyer's failure to provide Nichino with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

- 4.5 If Nichino fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the Products. Nichino shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide Nichino with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.6 Nichino may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 4.7 Unless otherwise specified in the Order Confirmation, where the Delivery Location is outside of the United Kingdom, the sale and delivery of the Products shall be subject to Incoterms® 2020 as follows:
- (a) Supply from EEA Country to customer in another EEA Country: Delivered Duty Paid (DDP);
 - (b) Supply from EEA Country to customer in a Non-EEA Country:
 - (i) For supplies overland: delivered Carriage and Insurance Paid to customer's nominated destination as agreed by Nichino' (CIP)
 - (ii) For supplies via sea: 'Cost Insurance and freight to port' (CIF)
 - (c) Supply from the United Kingdom to any country: Delivered at Place (DAP)
- For the avoidance of any doubt Nichino will not be responsible for payment of any local taxes including VAT at the Delivery Location. If there is any inconsistency between the agreed Incoterms® and the terms in these Conditions, these Conditions shall prevail.
- 4.8 If the Buyer fails to take delivery of the Products or any part of them and/or fails to provide instructions, documents, licences, consents or authorisations required to enable the Products to be delivered according to the Order Confirmation and the applicable local laws and regulations of the Delivery Location Nichino shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Products and then:
- (a) risk in the Products shall pass to the Buyer;
 - (b) delivery shall be deemed to have taken place;
 - (c) the Buyer shall pay to Nichino all costs and expenses including storage and insurance charges arising from such failure; and
 - (d) the Buyer shall be liable to pay for the Products in accordance with 7 hereof

5. Quality

5.1 Nichino warrants that on delivery the Products shall:

- (a) conform in all material respects with the applicable Certificate of Analysis;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (c) be fit for any purpose held out by Nichino.

5.2 Subject to clause 5.3, if:

- (a) the Buyer gives notice in writing to Nichino within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1;
- (b) Nichino is given a reasonable opportunity of examining such Products; and
- (c) the Buyer (if asked to do so by Nichino) returns such Products to Nichino's place of business at the Buyer's cost,

Nichino shall, at its option, replace the defective Products or refund the price of the defective Products in full.

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

- (a) the Buyer makes any further use of such Products after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Buyer failed to follow Nichino's oral or written instructions as to the storage or use of the Products or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of Nichino following any design or specification supplied by the Buyer;
- (d) the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions;
- (e) the defect arises due to or as a consequence of the processing, repacking, handling, management, use or storage of the Products by the Buyer or their customer or a third party; or
- (f) the Products differ from their description 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, Nichino shall have no liability to the Buyer in respect of the Products' failure to comply with the warranty set out in clause 5.1.

- 5.5 With the exception of the implied term of satisfactory quality under s14(2) of the Sale of Goods Act 1979 the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 The Buyer shall promptly inform Nichino of any claim made against the Buyer by its customers or third parties concerning the goods delivered or industrial intellectual property rights related thereto.
- 5.7 These Conditions shall apply to any replacement products supplied by Nichino.

6. Title and risk

- 6.1 The risk in the Products shall pass to the Buyer on completion of delivery.
- 6.2 Title to the Products shall not pass to the Buyer until the earlier of:
 - (a) Nichino receiving payment in full (in cleared funds) for the Products and any other products that Nichino has supplied to the Buyer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; and
 - (b) the Buyer reselling or repacking the Products, in which case title to the Products shall pass to the Buyer at the time specified in clause 6.4 and Nichino shall have a claim against the Buyer for the debt owed for the supply of the Products so resold or repacked.
- 6.3 Until title to the Products has passed to the Buyer, the Buyer shall:
 - (a) store the Products separately from all other Products held by the Buyer so that they remain readily identifiable as Nichino's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify Nichino immediately if it becomes subject to any of the events listed in clause 8.1; and
 - (e) give Nichino such information relating to the Products as Nichino may require from time to time.
- 6.4 Subject to clause 6.5, the Buyer may resell or use the Products in the ordinary course of its business (but not otherwise) before Nichino receives payment for the Products. However, if the Buyer resells or uses the Products before that time:
 - (a) it does so as principal and not as Nichino's agent.

COMMERCIAL IN CONFIDENCE.

- (b) title to the Products shall pass from Nichino to the Buyer immediately before the time at which resale or use by the Buyer occurs.
 - (c) it shall hold the proceeds of such sub-sale or transfer (or such proportion as is due to Nichino) on behalf of Nichino. The Buyer shall ensure that such moneys are held separately from and are in no way mixed with any other moneys or funds and that all moneys held on Nichino's behalf are identified as such.
 - (d) It shall not pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Nichino and if the Buyer does so all money owing to Nichino shall (without prejudice to any other right or remedy of Nichino) forthwith become due and payable.
- 6.5 If before title to the Products passes to the Buyer the Buyer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy Nichino may have:
- (a) the Buyer's right to resell the Products or use them in the ordinary course of its business ceases immediately; and
 - (b) Nichino may at any time:
 - (i) require the Buyer to deliver up all Products in its possession that have not been resold, used or irrevocably incorporated into another product; and
 - (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.
- 6.6 The Buyer shall be responsible for ensuring that except to the extent that instructions as to the use or sale of the Products are contained in the packaging or labelling of the Products any use or sale of the products by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Products by the Buyer is carried out in accordance with directions given by Nichino or any competent governmental or regulatory authority and the Buyer will indemnify Nichino against any liability loss or damage which Nichino might suffer as a result of the Buyer's failure to comply with this condition.
- 7. Price and payment**
- 7.1 The price of the Products shall be the price set out or referred to in the Order Confirmation.
- 7.2 Nichino may, by giving notice to the Buyer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- (a) any factor beyond Nichino's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, transportation and other manufacturing costs);

COMMERCIAL IN CONFIDENCE.

- (b) any request by the Buyer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
- (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give Nichino adequate or accurate information or instructions.

7.3 The price of the Products:

- (a) excludes amounts in respect of value added tax (**VAT**), which, if applicable, the Buyer shall additionally be liable to pay to Nichino at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) includes the costs and charges of packaging, insurance and transport of the Products to the Delivery Location.

7.4 Nichino may invoice the Buyer for the Products on or at any time after dispatch of the Products unless the Products are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Products in which event Nichino shall be entitled to invoice the Buyer for the price at any time after Nichino has notified the Buyer that the Products are ready for collection or (as the case may be) Nichino (or its contractor) has tendered delivery of the Products.

7.5 The Buyer shall pay the invoice in full and in cleared funds within the period detailed on the invoice. Where no period is specified the invoice must be paid within 60 days of its date. Payment shall be made to the bank account nominated in writing by Nichino. Time for payment is of the essence.

7.6 If the Buyer fails to make any payment due to Nichino under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of eight per cent 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 actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

7.7 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). All bank charges incurred in the course of telegraphic transfer shall be paid by the Buyer. Nichino may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by Nichino to the Buyer.

7.8 If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to Nichino, the Buyer shall increase the sum it pays to Nichino by the amount necessary to leave Nichino with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

- 7.9 If the parties have agreed on payment against the security of a Bank Payment Obligation then unless otherwise agreed the Buyer must arrange for Nichino to receive an assurance of payment in accordance with the agreed payment terms in the form of a Bank Payment Obligation to be issued by the Buyer's Bank in favour of Nichino's Bank subject to the URBPO to be notified at least 30 days before the agreed date of shipment or at least 30 days before the proposed date for delivery as determined by Nichino. Unless otherwise agreed the Bank Payment Obligation shall be payable on delivery of the Product.
- 7.10 To the extent that the parties have agreed the payment is to be backed by bank guarantee the Buyer is to provide at least 30 days before the proposed date of delivery a first demand bank guarantee subject to the Uniform Rules for Demand Guarantees (URDG 758) published by the International Chamber of Commerce or a standby letter of credit subject either to such Rules to the International Standby Practices (ISP 98) or to the Uniform Customs and Practice for Documentary Credits (UCP 600) published by the International Chamber of Commerce.
- 7.11 Nichino is not obliged to accept orders from any customer or buyer who has not supplied Nichino with references satisfactory to Nichino. If at any time Nichino is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and all amounts owing by the Buyer to Nichino shall be immediately payable in cash or transfer of cleared funds to Nichino's Bank.

8. Termination

- 8.1 Without limiting its other rights or remedies, Nichino may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing to do so;
 - (b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

COMMERCIAL IN CONFIDENCE.

- (d) the Buyer's financial position deteriorates to such an extent that in Nichino's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (e) there is a material change in the ownership or control of the Buyer that Nichino considers in its absolute discretion to be detrimental to its interests.
- 8.2 Without limiting its other rights or remedies, Nichino may suspend provision of the Products under the Contract or any other contract between the Buyer and Nichino if the Buyer becomes subject to any of the events listed in clauses 8.1(a) to 8.1(d), if Nichino reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, Nichino may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 8.4 On termination of the Contract for any reason the Buyer shall immediately pay to Nichino all of Nichino's outstanding unpaid invoices and interest.
- 8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.
- 8.6 Any provision of the Contract that expressly or by implication is intended to come into, or continue, in force on or after termination shall remain in full force and effect.

9. Limitation of liability

- 9.1 Nothing in these Conditions shall limit or exclude Nichino's or the Buyer's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any matter in respect of which it would be unlawful for Nichino or the Buyer to exclude or restrict liability.
- 9.2 Subject to clause 9.1:
- (a) Nichino shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of contracts, loss of anticipated savings, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Contract;

COMMERCIAL IN CONFIDENCE.

- (b) Nichino shall not be liable for any losses arising from the Buyer's subsequent use or misuse of the Products including any wilful damage, the Buyer's negligence (or that of its agents or employees), any failure by the Buyer (or its agents or employees) to follow Nichino's instructions for the storage or use of the Products and any changes made to the Products by any further manufacturing process including repacking, mixing or formulating, or the actions of any third party, not approved by Nichino; and
 - (c) Nichino's total liability to the Buyer 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 Products paid by the Buyer.
- 9.3 The Buyer is under a duty whenever possible to inspect the Products on delivery or on collection as the case may be.
- 9.4 Nichino shall not be liable for a defect damage or shortage in the Products that would be apparent on reasonable careful inspection in accordance with 9.3
- 9.5 The Buyer must notify Nichino within fourteen (14) days of the date of delivery or collection of any damage defect or shortage. Failure to provide such notification will relieve Nichino of any liability in respect of the defect damage or shortage.
- 9.6 In respect of a defect in the Products which is not apparent on reasonable careful inspection in accordance with 9.3 Nichino will be under no liability unless it is notified within fourteen (14) days after detection but in no event later than six (6) months of the date of delivery after which time Nichino will bear the Buyer no liability for defective product.
- 9.7 The Buyer shall indemnify Nichino for any losses, liabilities , damages, costs and expenses (including regulatory penalties legal and professional fees and disbursements) suffered or incurred by Nichino in connection with any claim or legal proceeding against Nichino by a third party.
- 9.8 The Buyer shall immediately notify Nichino of any claim or legal proceeding against the Buyer by a third party including any breach of Nichino's industrial or intellectual property rights in relation to the Products and if Nichino so requests will allow Nichino to conduct and control the proceedings and related settlement of the claim for which the Buyer will indemnify Nichino.
- 9.9 The Buyer will furnish all reasonable assistance to Nichino and make no admission prejudicial to any claim or defence pursuant to 9.8 hereof.

10. Force majeure

- 10.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for more than twelve (12) weeks, either party may terminate the Contract by giving fourteen (14) days' written notice to the affected party.
- 10.2 If it is apparent after a period of eight (8) weeks from the declaration of a pandemic that this contract will not be capable of being fulfilled by Nichino as a direct result of the effects of the pandemic Nichino will serve notice on the Buyer of such inability to fulfil the terms of this Contract and of its termination at Nichino's election. Nichino will bear no liability to the Buyer for breach of its obligations due to the effects of a pandemic.

11. General

11.1 Assignment and other dealings.

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

11.2 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 11.2(b). For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11.3 Entire agreement.

- (a) The Contract (together with the Order Confirmation(s)) constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

11.4 Variation. No variation of these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 Waiver. 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.7 Notices.

- (a) 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 or other next working day delivery service, commercial courier, or fax or email.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the first Business Day after posting; if delivered by commercial courier, on the date and at the time that the

COMMERCIAL IN CONFIDENCE.

courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

- 11.8 **Third party rights.** No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.
- 11.9 **Compliance with laws.** The parties agree to comply with all laws relating to this Contract and the Products where they conduct their business and the Products are delivered including but not limited to the UK Bribery Act 2010.
- 11.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.
- 11.11 **Jurisdiction.** Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.