



MTech-UK Associates Ltd Standard Terms and Conditions of Supply

1. Interpretation

1.1. In these conditions:

'Background Materials' means all knowledge and expertise including, but not limited to, calculation, procedures, techniques, data, models, software, know-how, inventions, operation, build and design know-how or other IPR owned by the Company prior to the Company starting the performance of Services or delivery of Product which the Company uses in the performance of the Services or Product delivery.

'Client' means the person or organisation whose order for the product(s) and / or services is accepted by the Company.

"Client Materials" means all material, components and equipment (including spares and replacements of the same), information, data, manuals, instructions, technical support, software, licenses and drawings which are provided by or required from the Client in order for the Company to perform the Services or deliver the Product in accordance with the proposal.

"Conditions" means the standard terms and conditions of supply and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the client and the Company.

"Confidential Information" means all and any information relating to either the Client or the Company and their respective affairs which is either confidential or marked as confidential or might be fairly considered to be of a confidential nature and includes, but is not limited to, financial, technical and non-technical information and data whether in oral, documentary, electronic or any other form or information derived from the foregoing.

"Company" means MTech-UK Associates Ltd.

"Contract" means the contract between the Company and the Client for the performance of the services and/or supply of Product.

"Deliverables" means any hardware, documentation or other output to be provided to the Client by the Company as part of the provision of Services and / or Product.

"IPR" means patents, trade-marks, internet domain names, service marks, registered designs, applications for any of the fore-going, copyright, design rights, know-how, confidential information, databases, trade and business names and any other similar protected rights in any country.

"Order Acknowledgement" means acceptance in writing by the Company of the Client's request to perform the Services or Deliver the Product.

"Product" means the product that the Company has agreed to supply to the Client in accordance with the terms of the Proposal and these Conditions.

"Proposal" means the Company's proposal to the Client detailing the Services to be performed and / or Product to be delivered incorporating these Conditions and as amended in accordance with them.

"Services" means the services which the Company is to supply to the Client in accordance with the Proposal and these Conditions.

"Third Party Materials" means all software, parts, components, or other materials belonging to third parties and which are used by the Company in the performance of Services and/or supply of Product and/or Deliverables.

Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

Headings are for convenience only and shall be ignored in interpreting these Conditions.

2. Applicability of Terms and Conditions

- 2.1. These Conditions shall govern the Contract to the exclusion of, and supersede all other terms and conditions stated in any purchase order or any other document submitted by the Client, or in any catalogue, advertisement or other publication. Any other terms and conditions will not be binding upon the Company unless specifically agreed in writing by a Director of the Company.
- 2.2. The Proposal is given on the basis that no Contract will come into existence until the Company despatches an Order Acknowledgement to the Client. Unless otherwise agreed, the Proposal is valid for 30 days only from its date, provided that the Company has not previously withdrawn it. Delivery dates contained within the Proposal are only valid for 12 calendar days, provided that the Company has not previously amended or withdrawn them.
- 2.3. An order for the Services and/or Product by the Client to the Company shall be deemed to be an offer by the Client to purchase all of the Services and/or Product the subject of the Proposal on the terms of these Conditions. The Client may only purchase some but not all of the Services and/or Product the subject of the Proposal with the prior written consent of the Company.
- 2.4. Any typographical or clerical omission or error in the Proposal or any sales literature, quotation, price list, invoice or other documentation or information issued by the Company shall be subject to correction without liability on the part of the Company.



3. The Services

- 3.1. The scope of the Services and any assumptions on which the provision of the Services are based are contained within the Proposal.
- 3.2. It is the sole responsibility of the Client to ensure that any assumptions contained within the Proposal are correct and inform the Company of any incorrect assumptions prior to issuing the Company with a purchase order. If the Client informs the Company of any incorrect assumptions prior to issuing the Company with a purchase order, the Company shall withdraw the existing Proposal and issue the Client with a new Proposal incorporating the amendments to the assumptions as notified by the Client, subject to agreement with the Company. The provisions of 3.1 and 3.2 shall apply to any such amended Proposal.
- 3.3. If the Client informs the Company of an incorrect assumption in the Proposal after the Company has accepted a purchase order from the Client or if it becomes apparent to the Company during the performance of the Services that a variation to the Services is required, the Company reserves the right to vary the Services, including revising the charges payable, the timetable and the Deliverables as appropriate provided that the Company advises the Client of the necessary changes in advance of implementing them.
- 3.4. The Company may at any time make necessary changes to the Services to comply with safety and/or other statutory requirements.
- 3.5. All dates and timetables referred to in the Proposal are approximate only. The Company shall use its reasonable endeavours to comply with any timetables contained within the Proposal but shall not be liable for any loss or damage whatsoever arising directly or indirectly as a result of delay nor shall such delay constitute a breach of the contract by the Company.
- 3.6. In the event that the Company agrees to perform or deliver the Services in instalments where the performance and/or delivery dates for such instalments are to be requested by the Client on a future date following the date of the Contract, if the Client has not notified the Company of its requested performance/delivery dates for any remaining instalments within one month prior to the Company's completion of the preceding instalment, the Company may, at its option, commence work on the remaining Services or terminate the Contract.
- 3.7. No subsequent validation testing / evaluation of a Company supplied testing service will be accepted, due to the wide range of facility capabilities, correction calculations and calibration robustness that exist across the industry.
- 3.8. For the avoidance of any doubt, the dynamometer test results presented by the Company are fixed and final.
- 3.9. The Company will not be liable for any damage caused whilst on the Company's premises to a vehicle, engine, gearbox, sub-system or any such hardware that his provided by the Client to the Company for the purposes of testing, evaluation or any such activity, including temporary storage.
- 3.10. The Company will not be liable for any consequential losses or damages arising from the supply of Product.

4. The Product

- 4.1. The scope of the supply of Product and any assumptions on which the provision of the Product are based are contained within the Proposal.
- 4.2. It is the sole responsibility of the Client to ensure that any assumptions contained within the Proposal are correct and inform the Company of any incorrect assumptions prior to issuing the Company with a purchase order. If the Client informs the Company of any incorrect assumptions prior to issuing the Company with a purchase order, the Company shall withdraw the existing Proposal and issue the Client with a new Proposal incorporating the amendments to the assumptions as notified by the Client, subject to agreement with the Company. The provisions of 3.1 and 3.2 shall apply to any such amended Proposal.
- 4.3. If the Client informs the Company of an incorrect assumption in the Proposal after the Company has accepted a purchase order from the Client or if it becomes apparent to the Company during the preparation and supply of the Product that a variation to the Product is required, the Company reserves the right to vary the Product, including revising the charges payable, the timetable and the Deliverables as appropriate provided that the Company advises the Client of the necessary changes in advance of implementing them.
- 4.4. The Company may at any time make necessary changes to the Product to comply with safety and/or other statutory requirements.
- 4.5. All dates and timetables referred to in the Proposal are approximate only. The Company shall use its reasonable endeavours to comply with any timetables contained within the Proposal but shall not be liable for any loss or damage whatsoever arising directly or indirectly as a result of delay nor shall such delay constitute a breach of the contract by the Company.
- 4.6. In the event that the Company agrees to deliver the Product in instalments where the performance and/or delivery dates for such instalments are to be requested by the Client on a future date following the date of the Contract, if the Client has not notified the Company of its requested performance/delivery dates for any remaining instalments within one month prior to the Company's completion of the preceding instalment, the Company may, at its option, commence work on the remaining Product or terminate the Contract.
- 4.7. Any spare parts supplied will be at additional cost.
- 4.8. No warranty is offered for any products that are used for racing purposes, track or associated activities.
- 4.9. The dynamometer test and final inspection conducted by the Company provide the final quality approval for the product. The Company is not liable for issues caused by inappropriate installation or use of the product thereafter.
- 4.10. No subsequent testing / evaluation of a Company supplied engine or any other product will be accepted, due to the wide range of facility capabilities, correction calculations and calibration robustness that exist across the industry.
- 4.11. For the avoidance of any doubt, the dynamometer test results presented by the Company are fixed and final.
- 4.12. The Company does not approve of, and therefore do not endorse, the use of rolling road testing due to the inherent risks that are presented to the powertrain by such a testing environment. No warranty whatsoever will be provided for the product if such a test is conducted.
- 4.13. The Company will not approve or warrant in any way, any amendments made to Company product by any personnel other than those employed by the Company or those approved in writing by a Director of the Company to undertake specifically identified tasks. Any unapproved alterations made to the product will result in all existing warranties applying to the product to be immediately rendered null and void.
- 4.14. The Company will not be liable for any damage caused whilst on the Company's premises to a vehicle, engine, gearbox, sub-system or any such hardware that his provided by the Client to the Company for the purposes of testing, evaluation or any such activity, including temporary storage.
- 4.15. The Company will not be liable for any consequential losses or damages arising from the supply of Product.
- 4.16. Any additional hardware that is associated with the Product, for example unused parts, can be disposed of by the Company after the completion of the Deliverables as described in the Proposal. The Client has the right to clearly specify the requirement to retain



specific un-used parts in writing as part of the Contract. This specification is required to be made at the confirmation of the Contract. This hardware must then be collected from the Company on completion of the Deliverables, i.e. with the Product. There will be no value attributed by the Client or any other individual or organisation to any hardware that is disposed of by the Company.

5. Deliverables

- 5.1. Risk in the Deliverables shall pass to the Client upon actual delivery or issue of the Deliverables to the Client or upon the Company notifying the Client that they are ready for collection, whichever is the sooner.
- 5.2. Notwithstanding delivery and/or the passing of risk in the Deliverables or any other provision in these Conditions, property in the Deliverables shall not pass to the Client until the Company receives payment in full from the Client for the Services and/or Product.

6. Client's Responsibilities

- 6.1. The Client shall:
 - 6.1.1. provide all Client Materials and retain a copy of such of those Client Materials that are in written or electronic form for its own records;
 - 6.1.2. provide instructions and/or feedback at the request of the Company as required to enable the Company to carry out the Services and/or provide the Product without interruption or delay;
 - 6.1.3. notify health and safety procedures to the Company which are to be followed at the Client's site. If provision of the Services or part thereof is to be undertaken at the premises of the Client or of which the Company should be aware in respect of any risks and hazards which are presented in any Client Materials;
 - 6.1.4. procure that the Client Materials are accurate, complete, in working order and free from material defect;
 - 6.1.5. Where the assumptions contained within the Proposal provide that the Company will require access to the Client's premises for the performance of the Services and/or delivery of the Product, allow those employees of the Company who are performing the Services and/or delivering the Product all reasonable access to the Client's premises and shall make available such office space, facilities and equipment, free of charge, as is reasonably necessary in order that the Services may be performed and/or Product delivered in a timely and efficient manner and in accordance with the Proposal; and
 - 6.1.6. ensure that its employees, agents and other advisers shall co-operate at all times with the Company in its provision of the Services and/or Product.
 - 6.1.7. The Client shall procure that its obligations set out in Conditions 6.1.1 to 6.1.6 inclusive are performed in such a manner as to enable the Company to carry out the services and/or provide the Product without interruption or delay. If any delay occurs in the performance of such obligations which results in an interruption or delay to the Services and/or Product supply, the Company will charge for and the Client shall pay for all additional charges which are incurred as a result of the delay.

7. Rights and Intellectual Property

- 7.1. The Client Materials shall belong to the Client and the Client hereby grants the Company a non-exclusive, royalty-free licence for the duration of the Contract for the Company to use the Client Materials for the purpose of performing the Services and/or providing the Product.
- 7.2. All Background Materials shall remain the property of the Company. The Client shall not obtain or have any rights in the Background Materials or any development, modification, improvement or variation thereof made by the Company other than those granted pursuant to Condition 7.5.
- 7.3. Unless otherwise agreed in writing by a Director of the Company, any and all know-how and inventions (whether patentable or otherwise) created during the performance of the services and/or delivery of the Product shall belong to the Company and the Company shall be entitled to use the same for any purpose at its own discretion.
- 7.4. Subject to payment in full by the Client of all sums due to the Company pursuant to the delivery of Services in the Contract, the Company hereby assigns to the Client all IPR in the Service Deliverables other than the IPR retained by the consultant pursuant to Conditions 7.2 and 7.3.
- 7.5. Upon full payment of the total price for the Services under the contract, the Company shall grant the Client a non-transferable, non-exclusive, perpetual, royalty-free licence to use any Background Materials in the Deliverables and any inventions created pursuant to Condition 7.3 solely in connection with the Deliverables and for no other purpose except with the express written prior consent of a director of the Company. The rights granted by this licence may only be sublicensed by the Client to the Client's production suppliers who have a need to use the same and solely on condition that a) the sub-licence is only for use in connection with the Deliverables and b) notice of such sub-licence, including details of the terms and name of the sub-licensee are promptly supplied to the Company.

8. Insurance

- 8.1. Unless specifically requested and agreed, the Client shall provide confirmation of adequate insurance cover for loss or damage for all tangible Client Materials loaned or provided to the Company during the Contract including but not limited to vehicles, powertrains, components, drawings, computers, data, testing equipment and tools.
- 8.2. If the Client wishes their vehicles used by the Company on road during the Contract, they shall supply evidence of adequate road risks cover such as an insurer's cover note identifying the Company.

9. Price, Payment and Taxes

- 9.1. The price for the Services and/or Product shall be specified in the Proposal and is exclusive of UK value added tax and any other taxes, duties or levies on the provision of Services and/or Product which may be introduced from time to time, all of which taxes, duties and levies shall be paid by the Client. The price excludes administration charges and all travel and subsistence related costs of the Company's personnel, unless specifically identified in the Proposal. Any necessary costs and expenses not identified in the proposal, including but not limited to shipping, packing replacement parts and materials, shall be invoiced separately at cost plus 10% plus administration charge plus UK VAT and shall be payable by the Client.
- 9.2. All costs are ex-works, unless specified otherwise.
- 9.3. For clarity, any shipping costs will be charged in addition to the proposed costs, unless stated otherwise in the Proposal.
- 9.4. Any spare parts supplied will be at additional cost, unless specified otherwise in the Proposal.



- 9.5. The Company shall submit invoices to the Client either:
- 9.5.1. Periodically as set out in the invoice schedule contained within the Proposal; or
- 9.5.2. If the Proposal does not contain an invoice schedule,
- 9.5.2.1. For projects of less than 4 weeks the total project cost will be invoiced on completion.
- 9.5.2.2. For projects in excess of 4 weeks duration, the project will be invoiced monthly up to a total of 90% of the project cost, with the remaining 10% invoiced on completion.
- 9.5.3. For the purchase of Product, a minimum of 50% of the total Product cost will be invoiced on confirmation of the Product order from the Client. The outstanding value will be invoiced prior to collection of the Product by the Client.
- 9.5.4. Where the Product is to be despatched to the Client, the full value of the Product plus administration, shipping, taxations and any other sums due will be invoiced and payment must be received prior to the despatch of the Product.
- 9.6. The Client shall pay all invoices on receipt, unless specified otherwise in the Proposal. Time for payment shall be of the essence.
- 9.7. No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.8. If the Client fails to pay the Company any sum due pursuant to the Contract, the Company may, without prejudice to any other right or remedy available to the Company:
- 9.8.1. Charge an initial penalty fee of £100 + UK VAT;
- 9.8.2. Charge interest on the outstanding amounts, such interest to accrue on a day to day basis from the due date for payment to the date of full payment is received in full by the Company, whether before or after judgement in accordance with the Late Payments of Commercial Debts (Interest) Act 1998; and
- 9.8.3. Suspend provision of services and/or Product without liability to the Client until the outstanding amount is paid in full. Upon resumption the Company reserves the right to amend the timetable for the performance of the Services and/or delivery of Product to take account of the time period for which the Services and/or Product supply were suspended and the Company shall inform the Client accordingly; or
- 9.8.4. Terminate the contract; and the Client shall indemnify the Company against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Company in recovering sums due or in exercising rights pursuant to Condition 9.5.
- 9.9. The Company shall be entitled to a lien over any of the Client's Materials or any other property of the Client in the Company's possession until all sums due and owing from the Client in respect of the Contract or any other contract with the Company shall have been satisfied in full.
- 9.10. The Client shall make all payments due under the Contract without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal such deduction to be paid as owing by the Company to the Client or, unless such deduction or withholding is required by law in which event the Client shall pay to the Company an additional sum equal to the amount of such deduction or withholding.

10. Warranties

- 10.1. The Company gives no warranty as the quality, fitness for purpose or otherwise of any Third Party Materials contained within a Deliverable or upon which a Deliverable relies. To the extent reasonably practicable, the Company shall assign to the Client the benefit of any warranty provided by the supplier of such Third Party Materials.
- 10.2. The Company warrants that the Services will be provided with reasonable skill and care and that the Deliverables will generally meet the objectives set out in the Proposal solely for the purpose set out therein. The Company does not have control over the Client's use of the Deliverables and does not warrant that the Deliverables will be fit for purposes of the Client and the Client acknowledges and agrees that it is its sole responsibility to ensure the same. The Company is engaged by the Client in purely advisory capacity to make recommendations and or observations on the performance of certain parts and systems. Although these recommendations are based on engineering principles and analysis, they must only be implemented by the Client upon the understanding that the Client carries sole responsibility for any liabilities arising from them.
- 10.3. No warranty whatsoever is offered by the Company for any Products that are used for racing purposes, track or associated activities.
- 10.4. If the Client notifies the Company of a fault or defect in the Deliverables or performance of the Services that can be proven to be attributable to the Company in consequence of which the Deliverables and/or Services do not comply in all material respects with the Proposal, the Company may, at its sole discretion, agree to work with the Client to further understand and seek remedy of the defect, provided the Client provides all the information as may be necessary to assist the Company in resolving the defect or fault including sufficient information to enable the Company to re-create the defect or fault. If the fault or defect is found, by the process of investigation or other suitable techniques, to not be attributable to the Company, then the Client will be liable to pay to the Company all and any additional costs incurred by the Company through the investigative, remedial and any associated activities.
- 10.5. The Company does not warrant that it is the beneficial owner of the Background Materials and is free to transfer the Deliverables to the Client pursuant to the Contract.
- 10.6. The Client acknowledges that the Company shall not be obliged to undertake patent searches in connection with the Services or supply of Product.
- 10.7. The Client warrants that it is the beneficial owner of the Client Materials, and use of the Client Materials by the Company will not cause the Company to infringe any IPR of any third party.
- 10.8. In the event of a breach of the warranty in Condition 10.7, the Company shall be entitled at its own option, without prejudice to any other right or remedy and without liability to the Client, to suspend provision of the Services for a period of 14 days whilst the Client shall either:
- 10.8.1. Procure for the Company the right to continue using the Client Materials; or
- 10.8.2. Replace the Client Materials with non-infringing substitutes provided that there is no material reduction in function and performance compared to the Client Materials originally supplied; or
- 10.8.3. Modify the Client Materials supplied to make them non-infringing provided that there is no material reduction in function and performance compared to the function and performance of the Client Materials prior to modification and any timescales for the provision of the Services and/or Product shall be adjusted accordingly.
- 10.9. The Client shall be liable for any additional charges of the Company incurred in connection with any breach of the warranty in Condition 10.8 and, if the Client is not able to rectify the breach in accordance with Condition 10.8, the Company shall be entitled to terminate the Contract in accordance with Condition 12.1.3.



11. Liability

- 11.1. Subject as expressly provided in these Conditions, the following provisions set out the entire financial liability of the Company (including any liability in the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
 - 11.1.1. Any breach of the Contract; and
 - 11.1.2. Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.3. The Company shall not be liable for any defect or fault in the Deliverables that arises as a result of the Client, or anyone acting with the authority of the Client, amending the Deliverables, or using the Deliverables for the purposes other than those set out in the Proposal and/or the Company's standard operating procedures, or otherwise advised to the Company in writing or in combination with any other material not provided by the Company.
- 11.4. The Company shall not be liable to the Client for:
 - 11.4.1. Any indirect, consequential, special or punitive loss, damage, costs and expenses;
 - 11.4.2. Loss of profit;
 - 11.4.3. Loss of business;
 - 11.4.4. Loss of reputation;
 - 11.4.5. Depletion of goodwill; or
 - 11.4.6. Loss of, damage to or corruption of data or hardware.
- 11.5. The Company's total liability to the Client under or connected with the Contract shall not exceed the price paid by the Client to the Company for the performance of the services and/or supply of Product thereunder.

12. Suspension, Termination and Variation

- 12.1. A Contract may be terminated by:
 - 12.1.1. The Company on written notice to the Client in the event that the Client fails to pay any invoice relating to the Contract in accordance with the terms of the Contract.
 - 12.1.2. The Company pursuant to Conditions 3.6, 10.9 or 12.5;
 - 12.1.3. Either party if the other party continues in default of any obligation imposed under the Contract for a period of more than 30 days after written notice to the other to remedy such default; or
 - 12.1.4. Either party if the other party makes any voluntary arrangements with its creditors, becomes subject to an administration order; goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or if an encumbrancer takes possession; or an administrative receiver or administrator is appointed, of any of the property or assets of the other party; or the other party ceases, or threatens to cease, to carry on business or suffers any action in consequence or debt; or a party reasonably apprehends that any of the events mentioned above is about to occur in relation to the other party and notifies the other party accordingly.
- 12.2. In the event of termination of a Contract for any reason, the Client shall pay the Company for all Services or Product (including costs associated with a partially complete Product), performed and/or undertaken up to the date of termination and the Client shall reimburse the Company for all costs which the Company is committed to incur or has incurred in connection with the Services and Product as they would have been performed and/or delivered but for such termination.
- 12.3. Upon termination the Company shall either return the Client Materials to the Client or notify the Client of a location from which the Client Materials are available for collection.
- 12.4. The Client may not suspend the Services or Product supply after the Company has commenced work, except as agreed under Condition 12.5 below.
- 12.5. A variation to Contract may be requested by the Client which may include changes to the price, scope of work, any deliverables, assumptions, responsibilities, objectives and timing. Any variation must be agreed in writing by a Director of the Company. If a change to the price payable for the Services or Product is not included in the variation to the contract, the Company shall be entitled to charge for any additional work at standard prevailing rates. If the Company is unable (for whatever reason) to agree a variation to the Contract, it shall, at its sole discretion, elect either to continue to perform its obligations under the Contract as if such variation had not been requested by the Client or to terminate the Contract in accordance with Condition 12.1.3.

13. Confidentiality

- 13.1. The parties acknowledge and agree that any existing confidentiality agreement or other similar agreement between the parties relating to the subject-matter of the proposal shall continue to apply to the Contract. If no such agreement exists, the following terms of this Condition 13 shall apply.
- 13.2. The parties hereby acknowledge that each (as recipient) has acquired Confidential Information belonging to the other from the other (as owner) and agree that the recipient shall:
 - 13.2.1. Treat any such Confidential Information as strictly confidential and use it only in connection with the Contract;
 - 13.2.2. Only disclose it to employees, contractors, agents and professional advisers who have a need to know provided that these parties are subject to the same duty of confidentiality and;
 - 13.2.3. Not disclose it to any other third party except with the prior written consent of the owner.
- 13.3. The requirements of Condition 13.2 shall not apply to Confidential Information which the recipient can demonstrate:
 - 13.3.1. Is in the public domain without breach of this Condition 13 by the recipient; or
 - 13.3.2. Was already in the possession of the recipient independently of the disclosure to the recipient by the owner; or
 - 13.3.3. The recipient is ordered to disclose by a court of law or other competent authority and in such event the recipient shall notify the owner as soon as reasonably practicable following such order for disclosure.



14. General

- 14.1. Neither party may assign the Contract nor any of the benefits or liabilities thereof in whole or part except with the express written authority of the other party, except for the purpose of a solvent reconstruction or merger.
- 14.2. The Conditions, the Proposal and any confidentiality agreement (or similar agreement) relating to the subject matter of the Proposal between the parties form the entire understanding between the parties relating to the provision of the Services and/or Product. All and any prior statement, undertakings, documents made whether in writing or oral shall not be binding on either party (unless made fraudulently).
- 14.3. A party shall not have any liability for any loss or damage to its performance of any obligations under the Contract (other than non-payment of amounts that are due and payable) is delayed, hindered or prevented by any cause beyond its reasonable control, including, without limitation, fire, storm, flood, earthquake, accident, adverse weather conditions, explosions, Acts of God, war, governmental controls, restrictions or prohibitions, strikes, lock-outs, industrial action, employment dispute, protest, traffic congestions, vandalism, interruptions in communication or power supply and mechanical break-down, failure or malfunction or computer systems. In the event of such delay, hindrance or prevention, such party shall be entitled to postpone its performance by the duration of the interference plus reasonable start-up time thereafter, or to terminate the Contract in its entirety or partially, insofar as it has not been performed without incurring any liability for non-performance.
- 14.4. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1996 to enforce the terms of the Contract.
- 14.5. If any of the provisions in these Conditions are held to be invalid, the validity of the remaining parts and provisions shall not be affected.
- 14.6. Any notice required or permitted under the Contract shall be in writing addressed to the other party at the principle place of business or registered address.

15. Law and Jurisdiction

- 15.1. These Conditions and the Contract shall be governed and construed in accordance with English Law. The English courts shall have exclusive jurisdiction in relation to any claim, dispute or difference which may arise under these Conditions and/or the Contract.