



Dated 15th February 2021

CALEVA PROCESS SOLUTIONS LIMITED

Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms & Conditions the following definitions apply:

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

"Attachments" means an assembled unit comprising of a number of Components, such assembled units being capable of attachment to Machinery and pre-configured by CPSL;

"Bribery Laws" means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

"Components" means the individual components that are contained within Attachments, such individual components being capable of being replaced to allow for different iterations of experiments;

"Confidential Information" means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets, including any and all drawings, illustrations, manuals, specifications or bills of materials, which is obviously confidential or has been identified as such, or which is developed by CPSL in performing its obligations under, or otherwise pursuant to the Contract;

"Contract" means the agreement between CPSL and the Customer for the sale and purchase of the Deliverables incorporating these Terms & Conditions and the Order;

"Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;

"Controller" shall have the meaning given in applicable Data Protection Laws from time to time;

"CPSL" means Caleva Process Solutions Limited, a company incorporated and registered in England & Wales (Company Registration Number: 03073156) and having its principal office at Earley Works, Butts Pond Industrial Estate, Sturminster Newton, Dorset, DT10 1AZ, United Kingdom;

"CPSL Personnel" all employees, officers, staff, other workers, agents and consultants of CPSL, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;

"Customer" means the person who purchases the Deliverables from CPSL and whose details are set out in the Order;

"Data Protection Laws" means, as binding on either party or the Services:

- (a) The GDPR;
- (b) The Data Protection Act 2018;
- (c) Any laws which implement any such laws; and
- (d) Any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

"Data Subject" shall have the meaning in applicable Data Protection Laws from time to time;

"Deliverables" means the Machinery or Services or both as the case may be;

"Delivery Note" means the delivery note document provided to the Customer by CPSL setting out the details of the description and quantity of the Deliverables;

"Deposit" means the deposit due to be paid by the Customer to CPSL in connection with the rental of Machinery and as set out in the Sales Quotation;

"Force Majeure" means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; pandemic or mass-illness or governmental controls arising out of or in connection with pandemic or mass-illness, war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications

service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving CPSL's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

"**GDPR**" means the General Data Protection Regulation, Regulation (EU) 2016/679;

"**Intellectual Property Rights**" means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) Whether registered or not
- (b) Including any applications to protect or register such rights
- (c) Including all renewals and extensions of such rights or applications
- (d) Whether vested, contingent or future
- (e) To which the relevant party is or may be entitled, and
- (f) In whichever part of the world existing;

"**International Organisation**" has the meaning given in the applicable Data Protection Laws from time to time;

"**Location**" means the address(es) for delivery and/or use of the Machinery and performance of the Services as set out in the Order;

"**Machinery**" means the goods and any relevant related accessories, spare parts and documentation and other physical material set out in the Order and to be supplied by CPSL to the Customer;

"**Modern Slavery Policy**" means CPSL's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;

"**Order**" means the Customer's order for the Deliverables in substantially the same form as set out in the Sales Order;

"**Personal Data**" has the meaning given in the applicable Data Protection Laws from time to time;

"**Personal Data Breach**" has the meaning given in the applicable Data Protection Laws from time to time;

"**Price**" has the meaning given in clause 3.1;

"**processing**" has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);

"**Processor**" has the meaning given to it in applicable Data Protection Laws from time to time;

"**Protected Data**" means Personal Data received from or on behalf of the Customer in connection with the performance of CPSL's obligations under the Contract;

"**Rental Fees**" means the weekly or monthly rates payable for the goods/services as agreed and set out in the Sales Quotation;

"**Rental Period**" means the period beginning on the date on which CPSL accepts the Customer's Order in accordance with clause 2.8 until the date specified in the Customer's Order or a date as agreed between the parties from time to time;

"**Sales Order**" means the sales order document provided to the Customer by CPSL setting out the details of the Deliverables including, part number, issue, description, quantity and price;

"**Sales Quotation**" means the sales quotation document provided to the Customer by CPSL setting out the details of the Deliverables including, part number, issue, description, quantity and price;

"**Services**" means the services set out in the Order and to be supplied by CPSL to the Customer;

"**Sub-Processor**" means any agent, subcontractor or other third party (excluding its employees) engaged by CPSL for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;

"**Terms & Conditions**" means CPSL's terms and conditions of sale set out in this document; and

"VAT" means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

- 1.2 In these Terms & Conditions, unless the context otherwise requires:
- 1.2.1 A reference to the Contract includes these Terms & Conditions, the Order, and their respective schedules, appendices and annexes (if any);
 - 1.2.2 Any clause, schedule or other headings in these Terms & Conditions are included for convenience only and shall have no effect on the interpretation of these Terms & Conditions;
 - 1.2.3 A reference to a 'party' means either CPSL or the Customer and includes that party's personal representatives, successors and permitted assigns;
 - 1.2.4 A reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.5 A reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.6 A reference to a gender includes each other gender;
 - 1.2.7 Words in the singular include the plural and vice versa;
 - 1.2.8 Any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.2.9 A reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
 - 1.2.10 A reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract; and
 - 1.2.11 A reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. APPLICATION OF THESE TERMS & CONDITIONS

- 2.1 These Terms & Conditions apply to and form part of the Contract between CPSL and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, rental conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that CPSL otherwise agrees in writing.
- 2.3 No variation of these Terms & Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of CPSL.
- 2.4 In respect of a Customer's transaction, the following documentation shall be exchanged between CPSL and the Customer:
 - 2.4.1 CPSL shall issue a Sales Quotation to the Customer;
 - 2.4.2 Upon receipt of the Sales Quotation by the Customer, the Customer shall issue a purchase order to CPSL;
 - 2.4.3 Upon receipt of the purchase order by CPSL, CPSL shall issue a Sales Order to the Customer;
 - 2.4.4 Where the Customer is an existing customer of CPSL:
 - (a) CPSL shall dispatch the Deliverables in accordance with these Terms & Conditions, including a Delivery Note;

- (b) At any time from the point of dispatch of the Deliverables, CPSL shall issue the Customer an invoice which the Customer shall pay in accordance with these Terms & Conditions.
- 2.4.5 Where the Customer is not an existing customer of CPSL:
 - (a) CPSL shall issue the Customer an invoice which the Customer shall pay in accordance with these Terms & Conditions;
 - (b) At any time from the point of payment for the Deliverables, CPSL shall dispatch the Deliverables in accordance with these Terms & Conditions, including a Delivery Note.
- 2.5 Where the Customer purchases the Deliverables, each Order by the Customer to CPSL shall be an offer to purchase the Deliverables subject to these Terms & Conditions.
- 2.6 Where the Customer rents the Machinery, each Order by the Customer to CPSL shall be an offer to rent the Machinery and an offer to purchase the Services subject to these Terms & Conditions.
- 2.7 An Order may be withdrawn or amended by the Customer at any time before acceptance by CPSL. If CPSL is unable to accept an Order, it shall notify the Customer promptly.
- 2.8 The offer constituted by an Order shall remain in effect and capable of being accepted by CPSL until withdrawn by the Customer giving notice to CPSL.
- 2.9 CPSL may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of:
 - 2.9.1 CPSL's written acceptance via the provision of an Order acknowledgement of the Order; or
 - 2.9.2 CPSL delivering or performing the Deliverables or notifying the Customer that they are ready to be delivered or performed (as the case may be).
- 2.10 Rejection by CPSL of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.11 CPSL may issue Sales Quotations to the Customer from time to time. Sales Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.
- 2.12 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.

3. PRICE

- 3.1 The price for the Deliverables shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with CPSL's scale of charges in force from time to time ("**Price**").
- 3.2 The Prices are exclusive of VAT where applicable, and all Prices are set out in the quotation.
- 3.3 The Customer shall pay any applicable VAT to CPSL on receipt of a valid VAT invoice.
- 3.4 CPSL may increase the Prices at any time provided that the increase does not exceed 20% of the Prices in effect immediately prior to the increase.
- 3.5 Notwithstanding clause 3.4, CPSL may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to CPSL of supplying the relevant Deliverables which is due to any factor beyond the control of CPSL.

4. PAYMENT

- 4.1 CPSL shall invoice the Customer for the Deliverables at any time from the point of dispatch.
- 4.2 The Customer shall pay all invoices:
 - 4.2.1 In full without deduction or set-off, within the period of time from the Customer's receipt of the invoice as agreed between the Customer and CPSL from time to time; and
 - 4.2.2 To the bank account nominated by CPSL.
- 4.3 Time of payment is of the essence. Where sums due under these Terms & Conditions are not paid in full by the due date:

- 4.3.1 CPSL may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of Lloyds Bank Plc from time to time in force; and
- 4.3.2 Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5. CREDIT LIMIT

- 5.1 CPSL may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6. DELIVERY AND PERFORMANCE

- 6.1 In respect of delivery and performance:
 - 6.1.1 The Machinery shall be delivered by CPSL to the Location on the date(s) specified in the Order. The Machinery shall be deemed delivered by CPSL only on arrival or on collection from CPSL of the Machinery at the Location.
 - 6.1.2 The Services shall be performed by CPSL at the Location on the date(s) specified in the Order. The Services shall be deemed delivered by CPSL only on completion of the performance of the Services at the Location or as agreed between the parties where the performance of the Services are not required at the Location.
- 6.2 CPSL may deliver or perform the Deliverables in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.3 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating:
 - 6.3.1 The date of the Order;
 - 6.3.2 The relevant Customer and CPSL details;
 - 6.3.3 If Machinery, the product numbers and type and quantity of Machinery in the consignment;
 - 6.3.4 If Services, the category, type and quantity of Services performed;
 - 6.3.5 Any special instructions, handling and other requests; and
- 6.4 Time is not of the essence in relation to the performance or delivery of the Deliverables. CPSL shall use its reasonable endeavors to meet estimated dates for delivery and performance, but any such dates are approximate only.
- 6.5 CPSL shall not be liable for any delay in or failure of performance caused by:
 - 6.5.1 The Customer's failure to: (i) Make the Location available; (ii) Prepare the Location in accordance with CPSL's instructions or as required for the Deliverables; or (iii) Provide CPSL with adequate instructions for performance or delivery;
 - 6.5.2 Force Majeure.

7. RISK

- 7.1 Risk in the Machinery shall pass to the Customer on delivery.

8. TITLE

- 8.1 Title to the Machinery shall pass to the Customer once CPSL has received payment in full and cleared funds for the Machinery.
- 8.2 Until title to the Machinery has passed to the Customer, the Customer shall:
 - 8.2.1 Hold the Machinery as bailee for CPSL;
 - 8.2.2 Store the Machinery separately from all other material in the Customer's possession;
 - 8.2.3 Take all reasonable care of the Machinery and keep them in the condition in which they were delivered;
 - 8.2.4 Insure the Machinery from the date of delivery: (i) With a reputable insurer; (ii) Against all risks; (iii) For an amount at least equal to their Price; (iv) Noting CPSL's interest on the policy;

- 8.2.5 Ensure that the Machinery are clearly identifiable as belonging to CPSL;
 - 8.2.6 Not remove or alter any mark on or packaging of the Machinery;
 - 8.2.7 Inform CPSL immediately if it becomes subject to any of the events or circumstances set out in clauses 19.1.1 to 19.1.4 or 19.2.1 to 19.2.11; and
 - 8.2.8 On reasonable notice permit CPSL to inspect the Machinery during the Customer's normal business hours and provide CPSL with such information concerning the Machinery as CPSL may request from time to time.
- 8.3 If, at any time before title to the Machinery has passed to the Customer, the Customer informs CPSL, or CPSL reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 19.1.1 to 19.1.4 or 19.2.1 to 19.2.11, CPSL may:
- 8.3.1 Require the Customer at the Customer's expense to re-deliver the Machinery to CPSL; and
 - 8.3.2 If the Customer fails to do so promptly, enter any premises where the Machinery are stored and repossess them.

9. WARRANTY

- 9.1 CPSL warrants that, for a period of 12 months from delivery ("**the Warranty Period**"), the Deliverables shall:
- 9.1.1 Conform in all material respects to any sample, their description and to the Sales Order;
 - 9.1.2 Be free from material defects in design, material and workmanship;
 - 9.1.3 If Machinery, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 9.1.4 If Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;
 - 9.1.5 Be fit for the purpose only as expressly stated by CPSL and as set out in the Order; and
 - 9.1.6 Any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 9.2 The Customer warrants that it has provided CPSL with all relevant, full and accurate information as to the Customer's business and needs.
- 9.3 CPSL shall, at its option, correct, repair, remedy, re-perform or refund the Deliverables that do not comply with clause 9, provided that the Customer:
- 9.3.1 Serves a written notice on CPSL not later than 5 Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;
 - 9.3.2 Such notice specifies that some or all of the Deliverables do not comply with clause 9.1 and identifying in sufficient detail the nature and extent of the defects; and
 - 9.3.3 Gives CPSL a reasonable opportunity to examine the claim of the defective Deliverables.
- 9.4 The provisions of these Terms & Conditions shall apply to any Deliverables that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Deliverables.
- 9.5 Except as set out in this clause 9:
- 9.5.1 CPSL gives no warranty and makes no representations in relation to the Deliverables; and
 - 9.5.2 Shall have no liability for their failure to comply with the warranty in clause 9.1.
- 9.6 All warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

10. MACHINERY RENTAL

- 10.1 Where the Customer rents the Machinery, these Terms & Conditions shall continue in force from the date on which CPSL accepts the Customer's Order in accordance with clause 2.8 until the end of the

- Rental Period on the expiry of which it shall automatically terminate, unless terminated earlier by the parties pursuant to clause 19.
- 10.2 Where the Customer rents the Machinery, the Machinery shall be delivered to the Customer in accordance with clause 6.
- 10.3 The Customer agrees to adhere to the following Customer duties in respect of the rental of the Machinery. The Customer shall:
- 10.3.1 Keep the Machinery at the Location (only) at all times during the Rental Period;
 - 10.3.2 Ensure that the conditions, premises and general environment in which the Machinery is kept and/or used do not adversely affect its condition or functionality or otherwise place put it or any part if it at risk;
 - 10.3.3 Ensure the safety of all staff and others who have access to the Machinery is maintained at all times;
 - 10.3.4 Operate and use the Machinery only for the purposes for which it was designed and as specified by CPSL and in accordance with these Terms & Conditions;
 - 10.3.5 Ensure that all users of the Machinery are suitably trained and skilled staff in accordance with any operating instructions provided or made available by CPSL;
 - 10.3.6 Keep CPSL fully informed about all work it carries out when using, or in connection with, the Machinery;
 - 10.3.7 Ensure that it complies with CPSL's requirements as to the any replacement of parts; and
 - 10.3.8 Maintain records showing clearly all maintenance and work carried out by it on the Machinery and provide copies of them to CPSL upon request.
- 10.4 Where the Customer rents the Machinery, the Customer shall maintain the Machinery in good working condition and repair. While the Customer shall not modify the Machinery, it may, under CPSL's direction, replace Attachments or Components that have become damaged, broken or have been lost with Attachments or Components that have been purchased from CPSL in accordance with these Terms & Conditions.
- 10.5 Where the Customer rents the Machinery, the Customer agrees the following in respect of relevant Attachments or Components:
- 10.5.1 The Customer acknowledges that the Machinery and the relevant Attachments or Components are sensitive to contaminant substances;
 - 10.5.2 The Customer agrees to purchase the relevant Attachments or Components, as advised by CPSL, that come into contact with contaminant substances;
 - 10.5.3 The Customer agrees that once the relevant Attachments or Components come into contact with any contaminant substances, the relevant Attachments or Components may not be returned to CPSL and shall not be subject to any returns or refund policy agreed between the parties, except in accordance with clause 9;
 - 10.5.4 The Customer agrees that the relevant Attachments or Components shall be purchased from CPSL in accordance with these Terms & Conditions.
- 10.6 Where the Customer rents the Machinery, CPSL shall at all times retain ownership of the Machinery, except for any relevant Attachments or Components purchased by the Customer in accordance with clause 10.5, and the Customer shall not do or allow to occur anything which might adversely affect CPSL's right, title or interest in the Machinery.
- 10.7 Where the Customer rents the Machinery, the Customer shall ensure that the Machinery and the Location in which it is housed is kept safe and secure and that a level of security is provided in respect of it as is commensurate with best industry practice.
- 10.8 Where the Customer rents the Machinery, the Customer shall not:
- 10.8.1 Create, or allow to be created over the Machinery any lien, charge or other security;

- 10.8.2 Lend, lease, sell or otherwise part with possession of the Machinery or represent it may do any of those things;
- 10.8.3 Permanently connect or attach the Machinery to any land, buildings or other third party machinery or equipment;
- 10.8.4 Do anything that causes CPSL's insurance of the Machinery to become void or voidable.
- 10.9 Where the Customer rents the Machinery, the Customer shall:
 - 10.9.1 Ensure that the Machinery is clearly identifiable as belonging to CPSL;
 - 10.9.2 Not remove or alter any identifying marks or serial numbers/product codes on the Machinery;
 - 10.9.3 Inform CPSL immediately if it becomes or is reasonably likely to become subject to any of the events or circumstances set out in clause 19.2.
- 10.10 Where the Customer rents the Machinery, CPSL may inspect the Machinery during working hours and the Customer shall permit it access to its premises to do so.
- 10.11 Where the Customer rents the Machinery, risk in the Machinery shall pass to the Customer on delivery.
- 10.12 Where the Customer rents the Machinery, CPSL shall be responsible for insuring the Machinery.
- 10.13 Where the Customer rents the Machinery, the following provisions shall be applicable to any Deposit:
 - 10.13.1 The Customer shall pay the Deposit on or before the date on which the Machinery is dispatched by CPSL to the Location;
 - 10.13.2 CPSL is not obliged to hold the Deposit on trust for the Customer and without prejudice to its duty to repay the Deposit under clause 10.13.3 is free to treat the Deposit as its own monies;
 - 10.13.3 Subject to clause 10.13.4, the Deposit shall become repayable to the Customer within 10 Business Days of the date on which the Machinery is returned to the possession of CPSL subsequent to the end of the Rental Period;
 - 10.13.4 CPSL may apply the Deposit against any failure by the Customer to pay any part of the Rental Fees by the due date and against any loss or damage caused to the Machinery by the Customer failing to comply with its obligations under these Terms & Conditions. The Customer shall then pay to CPSL within 5 Business Days of a written request from CPSL an amount equivalent to the deductions made by CPSL.
- 10.14 Where the Customer rents the Machinery, the following provisions shall be applicable to any Rental Fee:
 - 10.14.1 The Rental Fee payable by the Customer is set out in Sales Order and may not be increased by CPSL without the express written agreement of an authorised representative of the Customer;
 - 10.14.2 The Rental Fee is exclusive of VAT (or any equivalent sales tax which may be applicable) and the costs of insurance, maintenance, delivery and packaging;
 - 10.14.3 The Customer shall pay any applicable VAT (or equivalent sales tax) to CPSL on receipt of a valid VAT invoice;
 - 10.14.4 The Rental Fee is payable on a monthly basis in advance;
 - 10.14.5 The Customer shall pay all invoices:
 - (a) In full without deduction or set-off, in cleared funds within 10 Business Days of the date of each invoice; and
 - (b) To the bank account nominated by CPSL;
 - 10.14.6 Time of payment is of the essence. Where sums due under these Terms & Conditions are not paid in full by the due date:
 - (a) CPSL may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of Lloyds Bank Plc from time to time in force; and
 - (b) Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

10.15 Where the Customer rents the Machinery, in the event that the Contract is terminated in accordance with clause 19 or in the event of the expiry of the Rental Period, the following provisions shall be applicable:

10.15.1 At the end of the Rental Period or any earlier termination of the Contract the Customer shall:

- (a) Remove any relevant Attachments or Components purchased as part of this Agreement from the Machinery under CPSL's direction;
- (b) At its own cost promptly (and as CPSL may specify) either deliver the Machinery to CPSL or its nominees at such other location as it may notify to the Customer, or make it available for collection by CPSL or its nominees; and
- (c) Immediately pay all amounts payable by way of the Rental Fee regardless of whether due.

10.15.2 On termination of the Contract for any reason:

- (a) The Customer shall within 10 Business Days return any materials of CPSL then in its possession or control; if it fails to do so, CPSL may enter any premises owned by or under the control of the Customer and take possession of them; and
- (b) The accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.

11. ANTI-BRIBERY

11.1 For the purposes of this clause 11 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

11.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavors to ensure that:

11.2.1 All of that party's personnel;

11.2.2 All others associated with that party; and

11.2.3 All of that party's subcontractors;

Involved in performing the Contract so comply.

11.3 Without limitation to clause 11.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

11.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 11.

12. ANTI-SLAVERY

12.1 The Customer undertakes, warrants and represents that:

12.1.1 Neither the Customer nor any of its officers, employees, agents or subcontractors has:

- (a) Committed an offence under the Modern Slavery Act 2015 ("**an MSA Offence**");
- (b) Been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) Is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

12.1.2 It shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

12.1.3 It shall notify CPSL immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 12.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

12.2 Any breach of clause 12.1 by the Customer shall be deemed a material breach of the Contract and shall entitle CPSL to terminate the Contract with immediate effect.

13. INDEMNITY AND INSURANCE

13.1 The Customer shall indemnify, and keep indemnified, CPSL from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by CPSL as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

13.2 The Customer shall have in place contracts of insurance with reputable insurers to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

14. LIMITATION OF LIABILITY

14.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 14.

14.2 Subject to clauses 14.5 and 14.6, CPSL's total liability shall not exceed the value of the Contract.

14.3 Subject to clauses 14.5 and 14.6, CPSL shall not be liable for consequential, indirect or special loss or damage.

14.4 Subject to clauses 14.5 and 14.6, CPSL shall not be liable for any of the following (whether direct or indirect):

14.4.1 Loss of profit;

14.4.2 Loss or corruption of data;

14.4.3 Loss of use;

14.4.4 Loss of production;

14.4.5 Loss of contract;

14.4.6 Loss of opportunity;

14.4.7 Loss of savings, discount or rebate (whether actual or anticipated);

14.4.8 Harm to reputation or loss of goodwill.

14.5 The limitations of liability set out in clauses 14.2 to 14.4 shall not apply in respect of any indemnities given by either party under the Contract.

14.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

14.6.1 Death or personal injury caused by negligence;

14.6.2 Fraud or fraudulent misrepresentation;

14.6.3 Any other losses which cannot be excluded or limited by applicable law;

14.6.4 Any losses caused by willful misconduct.

14.7 In connection with the Customer's use of the Machinery outside of the recommended scope of use as set out in the Machinery's user manuals, the Customer agrees that CPSL shall not be liable to the Customer or any third party for any losses, howsoever caused, incurred by the Customer or any third party as a result of such use of the Machinery by the Customer, including, but not limited to:

14.7.1 Loss of profits or revenues;

14.7.2 Loss of, or damage to (howsoever caused), data or information systems;

14.7.3 Loss of, or damage to (howsoever caused), physical assets of the Customer;

14.7.4 Loss of, or damage to (howsoever caused), property of the Customer;

14.7.5 Loss resulting from fire, water, or formulation damage;

14.7.6 Loss of contract or business opportunities;

14.7.7 Loss of anticipated savings; or

14.7.8 Loss of goodwill.

- 14.8 CPSL gives no warranties and makes no representations in respect of the Machinery except as expressly set out in these Terms & Conditions or the Products' user manuals.
- 14.9 For the avoidance of doubt, CPSL does not offer professional advice in respect of the Customer's use of the Machinery outside of the recommended scope of use as set out in the Machinery's user manuals, or the Customer's business, and the Customer acknowledges and agrees that no statement made by CPSL in respect of the Customer's use of the Machinery outside of the recommended scope of use as set out in the Machinery's user manuals, or the Customer's business, shall be construed as CPSL offering professional advice.

15. INTELLECTUAL PROPERTY

- 15.1 CPSL shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use of the Deliverables infringes the Intellectual Property Rights of any third party ("**IPR Claim**"), provided that CPSL shall have no such liability if the Customer:
- 15.1.1 Does not notify CPSL in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
- 15.1.2 Makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of CPSL;
- 15.1.3 Does not let CPSL at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
- 15.1.4 Does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
- 15.1.5 Does not, at CPSL's request, provide CPSL with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.
- 15.2 If any IPR Claim is made or is reasonably likely to be made, CPSL may at its option:
- 15.2.1 Procure for the Customer the right to continue receiving the benefit of the relevant Deliverables; or
- 15.2.2 Modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Deliverables remain in material conformance to the description as set out in the Sales Order.
- 15.3 CPSL's obligations under clause 15.1 shall not apply to Deliverables modified or used by the Customer other than in accordance with the Contract or CPSL's instructions. The Customer shall indemnify CPSL against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by CPSL in connection with any claim arising from such modification or use.

16. CONFIDENTIALITY AND ANNOUNCEMENTS

- 16.1 The Customer shall keep confidential all Confidential Information of CPSL and of any Affiliate of CPSL and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 16.1.1 Any information which was in the public domain at the date of the Contract;
- 16.1.2 Any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 16.1.3 Any information which is independently developed by the Customer without using information supplied by CPSL or by any Affiliate of CPSL; or
- 16.1.4 Any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

Except that the provisions of clauses 16.1.1 to 16.1.3 shall not apply to information to which clause 16.4 relates.

16.2 This clause shall remain in force in perpetuity.

16.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

16.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of clause 17.

17. PROCESSING OF PERSONAL DATA

17.1 The parties agree that the Customer is a Controller and that CPSL is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to CPSL in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

17.2 CPSL shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

17.3 The Customer shall indemnify and keep indemnified CPSL against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 17.

17.4 CPSL shall:

17.4.1 Only process (and shall ensure CPSL Personnel only process) the Protected Data in accordance with the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

17.4.2 If CPSL believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

17.5 Taking into account the state of technical development and the nature of processing, CPSL shall implement and maintain the technical and organisational measures set out in clause 17.14 to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

17.6 CPSL shall:

17.6.1 Not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;

17.6.2 Prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 17 that is enforceable by CPSL and ensure each such Sub-Processor complies with all such obligations;

17.6.3 Remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and

- 17.6.4 Ensure that all persons authorised by CPSL or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 17.7 The Customer authorises the appointment of the Sub-Processors as may be notified to the Customer from time to time.
- 17.8 CPSL shall (at the Customer's cost):
- 17.8.1 Assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to CPSL; and
- 17.8.2 Taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 17.9 CPSL shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Customer.
- 17.10 CPSL shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate CPSL's compliance with the obligations placed on it under this clause 17 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of 1 audit request in any 12 month period under this clause 17.10).
- 17.11 CPSL shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 17.12 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, CPSL shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires CPSL to store such Protected Data. This clause 17 shall survive termination or expiry of the Contract.
- 17.13 Processing of the Protected Data by CPSL under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out as follows:
- 17.13.1 Subject matter of processing: Any and all information provided by the Customer for the purposes of CPSL and the Customer carrying out the parties' respective obligations in accordance with the Contract.
- 17.13.2 Duration of the processing: The duration of the Contract.
- 17.13.3 Nature and purpose of the processing: The collection, recording, organisation, storage, retrieval, erasure and destruction of Protected Data for the purposes of CPSL and the Customer carrying out the parties' respective obligations in accordance with the Contract.
- 17.13.4 Type of Personal Data: Name, e-mail address, company name and job title.
- 17.13.5 Categories of Data Subject: Customers.
- 17.13.6 Specific processing instructions: To process the Protected Data to facilitate the carrying out of contractual obligations and to exchange relevant information between the parties.
- 17.14 CPSL shall implement and maintain the following technical and organisational security measures to protect the Protected Data:
- 17.14.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the

Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, CPSL shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

17.14.2 The Customer acknowledges and agrees that CPSL engages third party services ("Microsoft Outlook", "Hubspot" and "Prodigy IT", as well as third party online storage providers notified to the Customer from time to time) for the storage of Protected Data, and accordingly, the Protected Data may be stored on servers outside the United Kingdom.

18. FORCE MAJEURE

18.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

18.1.1 Promptly notifies the other of the Force Majeure event and its expected duration; and

18.1.2 Uses reasonable endeavors to minimise the effects of that event.

18.2 If, due to Force Majeure, a party:

18.2.1 Is or shall be unable to perform a material obligation; or

18.2.2 Is delayed in or prevented from performing its obligations for a total of more than 20 Business Days in any consecutive period of 40 Business Days;

The parties shall, within 20 Business Days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

19. TERMINATION

19.1 CPSL may terminate the Contract at any time by giving notice in writing to the Customer if:

19.1.1 The Customer commits a material breach of the Contract and such breach is not remediable;

19.1.2 The Customer commits a material breach of the Contract which is not remedied within 10 Business Days of receiving written notice of such breach;

19.1.3 The Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 20 Business Days after CPSL has given notification that the payment is overdue; or

19.1.4 Any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

19.2 CPSL may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

19.2.1 Stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

19.2.2 Is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if CPSL reasonably believes that to be the case;

19.2.3 Becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

19.2.4 Has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

19.2.5 Has a resolution passed for its winding up;

19.2.6 Has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

- 19.2.7 Is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 5 Business Days of that procedure being commenced;
 - 19.2.8 Has a freezing order made against it;
 - 19.2.9 Is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
 - 19.2.10 Is subject to any events or circumstances analogous to those in clauses 19.2.1 to 19.2.9 in any jurisdiction;
 - 19.2.11 Takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 19.2.1 to 19.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 19.3 CPSL may terminate the Contract at any time by giving not less than 20 Business Days' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
- 19.4 The right of CPSL to terminate the Contract pursuant to clause 19.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 19.5 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle CPSL to terminate the Contract under this clause 19, it shall immediately notify CPSL in writing.
- 19.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of CPSL at any time up to the date of termination.

20. DISPUTE RESOLUTION

- 20.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 20.
- 20.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 20.3 The parties shall use all reasonable endeavors to reach a negotiated resolution through the following procedures:
- 20.3.1 Within 5 Business Days of service of the notice, the account managers of the parties shall meet and/or converse via telephone attendance or video conferencing to discuss the dispute and attempt to resolve it.
 - 20.3.2 If the dispute has not been resolved within 5 Business Days of the first meeting of and/or conversation between the account managers, then the matter shall be referred to the sales directors (or persons of equivalent seniority). The sales directors (or equivalent) shall meet and/or converse via telephone attendance or video conferencing within 5 days to discuss the dispute and attempt to resolve it.
 - 20.3.3 If the dispute has not been resolved within 5 Business Days of the first meeting of and/or conversation between the sales directors, then the matter shall be referred to the managing directors (or persons of equivalent seniority). The managing directors (or equivalent) shall meet and/or converse via telephone attendance or video conferencing within 5 days to discuss the dispute and attempt to resolve it.

- 20.4 The specific format for the resolution of the dispute under clause 20.3.1 and, if necessary, clause 20.3.2 and clause 20.3.3 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 20.5 If the dispute has not been resolved within 10 Business Days of the first meeting of and/or conversation between the managing directors (or equivalent) under clause 20.3.2 then the matter shall be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 20.6 Until the parties have completed the steps referred to in clauses 20.3 and 20.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

21. NOTICES

- 21.1 Any notice given by a party under these Terms & Conditions shall:
- 21.1.1 Be in writing and in English;
 - 21.1.2 Be signed by, or on behalf of, the party giving it (except for notices sent by e-mail); and
 - 21.1.3 Be sent to the relevant party at the address set out in the Contract.
- 21.2 Notices may be given, and are deemed received:
- 21.2.1 By hand: On receipt of a signature at the time of delivery;
 - 21.2.2 By Royal Mail Recorded Signed For post: At 9.00 am on the second Business Day after posting;
 - 21.2.3 By Royal Mail International Tracked & Signed For post: At 9.00 am on the fourth Business Day after posting; and
 - 21.2.4 By e-mail provided confirmation is sent by first class post: On receipt of a read receipt e-mail from the correct address.
- 21.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 21.1 and shall be effective:
- 21.3.1 On the date specified in the notice as being the date of such change; or
 - 21.3.2 If no date is so specified, 10 Business Days after the notice is deemed to be received.
- 21.4 All references to time are to the local time at the place of deemed receipt.
- 21.5 This clause does not apply to notices given in legal proceedings or arbitration.

22. CUMULATIVE REMEDIES

- 22.1 The rights and remedies provided in the Contract for CPSL only are cumulative and not exclusive of any rights and remedies provided by law.

23. TIME

- 23.1 Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

24. FURTHER ASSURANCE

- 24.1 The Customer shall at the request of CPSL, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

25. ENTIRE AGREEMENT

- 25.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 25.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall

have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

25.3 Nothing in these Terms & Conditions purports to limit or exclude any liability for fraud.

26. VARIATION

26.1 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Terms & Conditions and is duly signed or executed by, or on behalf of, CPSL.

27. ASSIGNMENT

27.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without CPSL's prior written consent, which it may withhold or delay at its absolute discretion.

27.2 Notwithstanding clause 27.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives CPSL prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

28. SET OFF

28.1 CPSL shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which CPSL has with the Customer.

28.2 The Customer shall pay all sums that it owes to CPSL under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

29. NO PARTNERSHIP OR AGENCY

29.1 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

30. EQUITABLE RELIEF

30.1 The Customer recognises that any breach or threatened breach of the Contract may cause CPSL irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to CPSL, the Customer acknowledges and agrees that CPSL is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

31. SEVERANCE

31.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

31.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

32. WAIVER

- 32.1 No failure, delay or omission by CPSL in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 32.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by CPSL shall prevent any future exercise of it or the exercise of any other right, power or remedy by CPSL.
- 32.3 A waiver of any term, provision, condition or breach of the Contract by CPSL shall only be effective if given in writing and signed by CPSL, and then only in the instance and for the purpose for which it is given.

33. COMPLIANCE WITH LAW

- 33.1 The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

34. CONFLICTS WITHIN CONTRACT

- 34.1 If there is a conflict between the terms contained in the Terms & Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Terms & Conditions shall prevail.

35. COSTS AND EXPENSES

- 35.1 The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

36. THIRD PARTY RIGHTS

- 36.1 Except as expressly provided for in clause 36.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 36.2 Any Affiliate of CPSL shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

37. GOVERNING LAW

- 37.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

38. JURISDICTION

- 38.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

The Customer has read and accepts the Contract subject to the Terms & Conditions above.