

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following expressions have the following meanings:

**Applicable Laws** means any and all laws, legislation, statutes, regulations, bye-laws, decisions, notices, orders, rules (including any rules or decisions of court), local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, and voluntary codes that are applicable to the sale and purchase of the Goods or the supply and purchase of the Services on these Terms from time to time.

**Bribe** means (i) any payment, gift, benefit or advantage of any kind, which is offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (ii) anything that would amount to an offence of bribery or corruption under Applicable Law; and **Bribery** shall be construed accordingly.

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

**Confidential Information** means all information which is identified in these Terms, or at the time of disclosure, by the disclosing party (or in the case of the Purchaser, any company in the Purchaser Group) as being confidential information, or which may be reasonably regarded as the confidential information of the disclosing party (or in the case of the Purchaser, of any company in the Purchaser Group), including information relating to the business, finances, affairs, products, developments, trade secrets, campaign plans, launch dates, know-how, personnel, customers and suppliers of each party (and in the case of the Purchaser, the Purchaser Group).

**Contract** means each contract formed in accordance with Clause 2 for the sale and purchase of the Goods and/or the supply and purchase of the Services on these Terms.

**Data Protection Law** means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including the GDPR and the Data Protection Act 2018.

**GDPR** means the European General Data Protection Regulation, namely Regulation (EU) 2016/679.

**Good Industry Practice** means the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a highly skilled and experienced person supplying goods and/or performing services of the same (or materially similar) nature to the Goods and/or Services in compliance with all Applicable Laws and the terms of the Contract.

**Goods** means the goods (including any instalment, component, part of or raw materials used in such goods) described in the Order.

**Insolvency Event** means each and any of the following in relation to a party:

- (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a party or any of its assets; (iii) the enforcement of any security over any assets of a party; or (iv) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of a party;
- (b) a party is unable to pay its debts as they fall due or is insolvent; or
- (c) a party enters into a composition or arrangement with its creditors or any class of them.

**Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

**Liability** means in relation to any matter, all damages, losses, costs (including legal costs), charges, expenses, actions, adverse judgments, proceedings, claims, penalties, fines and demands (and **Liabilities** shall be construed accordingly).

**Order** means the Purchaser's order for the Goods and/or Services.

**Permitted Subcontractor** means any person to whom the Purchaser consents that the Supplier may subcontract any of its rights and obligations under the Contract in accordance with Clause 20.1.

**Personal Data** means personal data as defined in the GDPR processed by (or on behalf of) the Purchaser in accordance with the Contract, as further described in the Order.

**Price** means the price of the Goods and/or Services as set out in the Order.

**Purchaser** means the purchaser identified in the Order.

**Purchaser Group** means the Purchaser and each and every Subsidiary Company or Holding Company of the Purchaser and each and every Subsidiary Company of a Holding Company of the Purchaser, in each case, from time to time.

**Purchaser Materials** means all materials, equipment and tools, Specifications and data supplied by the Purchaser to the Supplier.

**Representatives** means in relation to a party, its employees, officers, representatives and advisers.

**Services** means the services described in the Order.

**Specification** means the specification including any plans, drawings, data, description or other information relating to the Goods and/or Services set out in the Order.

**Supplier** means the supplier identified in the Order.

**Supplier Personnel** means those agents, directors, officers and employees of the Supplier and any Permitted Subcontractor engaged from time to time in performing the Supplier's obligations under these Terms.

**Terms** means these standard terms and conditions of purchase, the Specification and any special terms agreed in writing between the Purchaser and the Supplier.

1.2 References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.

1.3 A reference to **writing** or **written** includes any method of reproducing words in a legible and non-transitory form.

1.4 References to **include**, **includes**, **including** and **included** shall be construed without limitation to the generality of the preceding words.

1.5 Clause headings are inserted only for convenience and are in no way to be construed as part of these Terms.

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

1.7 A reference to **indemnify** or **indemnifies** means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after tax basis.

1.8 **Holding Company** and **Subsidiary Company** shall have the meaning given in section 1159 Companies Act 2006 and the terms shall include companies wherever they are registered.

1.9 Unless the context otherwise requires, the terms **controller**, **processor** and **processing/process** shall be interpreted and construed by reference to Data Protection Law.

1.10 References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceases to be a Member State of the European Union.

## **2. BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by the Purchaser to purchase the Goods and/or Services in accordance with these Terms.
- 2.2 Unless otherwise agreed in writing between the parties, the Supplier shall be deemed to have agreed to comply with these Terms on the earlier of:
- 2.2.1 written acceptance of an Order by the Supplier; or
  - 2.2.2 any act by the Supplier consistent with fulfilling an Order, at which point the Contract shall come into existence.
- 2.3 These Terms shall apply to each Contract to the exclusion of any other terms:
- 2.3.1 on which any quotation has been given to the Purchaser;
  - 2.3.2 that the Supplier otherwise seeks to impose or incorporate; or
  - 2.3.3 which are implied by trade, custom, practice or course of dealing.
- 2.4 If any future contract is made with the Supplier without reference to these Terms, such contract shall be deemed to be subject to these Terms.
- 2.5 No variation to the Order or these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **3. SUPPLY OF GOODS AND SERVICES**

- 3.1 The quantity, quality and description of the Goods and Services shall be as specified in the Order.
- 3.2 The Supplier warrants to the Purchaser that it is fully qualified and equipped to perform its obligations under the Contract, and warrants to the Purchaser that the Goods will:
- 3.2.1 be of satisfactory quality;
  - 3.2.2 be fit for purpose;
  - 3.2.3 conform to Good Industry Practice;
  - 3.2.4 be free from defects in design, material and workmanship;
  - 3.2.5 correspond with the Order;
  - 3.2.6 not infringe any Intellectual Property Rights of any person; and
  - 3.2.7 comply with all Applicable Laws.
- 3.3 The Supplier warrants to the Purchaser that the Services will:
- 3.3.1 be performed in accordance with Good Industry Practice;
  - 3.3.2 correspond with the Order;
  - 3.3.3 be performed by appropriately qualified and trained personnel, with due care and diligence and to such standards of quality as it is reasonable for the Purchaser to expect in all the circumstances; and
  - 3.3.4 comply with all Applicable Laws.
- 3.4 The warranties set out in this Clause 3 shall continue in force (notwithstanding acceptance by the Purchaser of all or any part of the Goods or Services) for twelve (12) months from delivery of the Goods and performance of the Services.

## **4. DELIVERY AND PERFORMANCE**

- 4.1 The Goods shall be delivered to, and the Services shall be performed at, the address specified by the Purchaser on the date or within the period stated in the Order, in either case during the hours between 09:00 to 17:00 on Business Days (unless otherwise agreed in writing between the parties). The Purchaser reserves the right to amend any delivery instructions.
- 4.2 Delivery of the Goods and performance of the Services shall be deemed to be made on receipt of the Goods and/or Services by the Purchaser in accordance with all terms of the Contract.
- 4.3 Delivery or performance by instalments shall not be accepted by the Purchaser unless previously agreed in writing. If Goods are to be delivered or Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

## **5. ACCEPTANCE**

The Purchaser shall not be deemed to have accepted any Goods and/or Services until the Purchaser has had a reasonable time to inspect or test them following delivery or, if

later, within a reasonable time after any latent defect has become apparent.

## **6. RISK AND TITLE**

- 6.1 Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser which shall be complete immediately after unloading.
- 6.2 Title to the Goods shall pass to the Purchaser upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Purchaser once payment has been made.

## **7. INSTALLATION AND WORK ON SITE**

- 7.1 The Supplier shall at all times whilst on the Purchaser's premises or site comply with and procure that the Supplier Personnel shall:
- 7.1.1 comply with all Applicable Laws;
  - 7.1.2 comply with all security and safety regulations and rules from time to time in force on those premises or site and will be deemed to have full knowledge of such regulations and rules (copies of which shall be supplied to the Supplier on request); and
  - 7.1.3 clear away and remove from the Purchaser's premises or site all installation plant, service material, rubbish and temporary works and leave the premises or site in a clean and workmanlike condition.
- 7.2 The Supplier may by prior arrangement with the Purchaser leave equipment and spare parts on the Purchaser's premises or site as may be necessary to carry out its obligations under the Contract but does so at its own risk.

## **8. COMPLIANCE**

- 8.1 The Supplier shall comply with Applicable Laws.
- 8.2 The Supplier represents and warrants that neither the Supplier and the Supplier Personnel:
- 8.2.1 Bribe in connection with the Contract or its performance;
  - 8.2.2 have been convicted of any offence involving slavery and human trafficking; and
  - 8.2.3 to the best of its knowledge, have been or are the subject of any investigation, inquiry or enforcement proceedings by any regulatory, administrative, supervisory or governmental agency, body or authority regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 8.3 The Supplier shall:
- 8.3.1 adopt, implement, maintain, enforce and update (as necessary) adequate policies designed to prevent Bribery, slavery and human trafficking from occurring;
  - 8.3.2 provide adequate and regular training to the Supplier Personnel in order to ensure an understanding of its policy and procedures and their obligations arising from it on a continuing basis; and
  - 8.3.3 include in its contracts with its Permitted Subcontractors provisions that are at least as onerous as those set out in this Clause 8.
- 8.4 The Supplier shall certify to the Purchaser on an annual basis its compliance with this Clause 8.
- 8.5 The Supplier shall notify the Purchaser immediately in writing or by e-mail to [health&safety@graingerplc.co.uk](mailto:health&safety@graingerplc.co.uk) upon becoming aware of, or suspecting, any failure to comply with any provisions of this Clause 8 or where there is an accident or near miss.
- 8.6 The Purchaser may treat the Supplier's failure to comply with Clause 8 as a material breach of the Contract.

## **9. INSPECTION AND AUDITS**

- 9.1 The Purchaser, its agents and/or independent auditors on the Purchaser's behalf shall have the right at any time to inspect:
- 9.1.1 the Supplier's records and books relating to the supply of the Goods and/or Services to the Purchaser (including the Supplier's financial records and books for the supply of the Goods and/or Services); and
  - 9.1.2 the Supplier's processes of manufacture and/or assembly of the Goods and performing the Services and/or any other matter relating to the supply of the Goods and/or Services.
- 9.2 Any such inspection processes shall be subject to reasonable prior written notice.
- 9.3 If as a result of inspection or testing the Purchaser is not satisfied that the Goods and/or Services will comply in all respects with the Contract, and the Purchaser so informs the

Supplier following such inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance and if compliance is not achieved within thirty (30) days, the Purchaser shall be entitled to terminate the Contract immediately without liability to the Supplier by giving written notice to the Supplier at any time.

#### **10. RIGHTS AND REMEDIES**

- 10.1 Each right or remedy of the Purchaser is without prejudice to any other right or remedy of the Purchaser, whether or not under the Contract.
- 10.2 If any Goods are not delivered or any Services are not performed on the due date then the Purchaser shall be entitled to:
  - 10.2.1cancel the Order (or any part) without liability to the Supplier;
  - 10.2.2purchase substitute goods and services elsewhere;
  - 10.2.3recover from the Supplier any loss or additional costs incurred; and/or
  - 10.2.4delay payment of the Price until delivery of the Goods and the performance of the Services is complete.
- 10.3 If any Goods are not supplied or any Services are not performed in accordance with the Contract, then the Purchaser shall be entitled at any time within the Warranty Period:
  - 10.3.1to require the Supplier to (at the Purchaser's sole option) repair the Goods or supply replacement Goods or reperform the Services in accordance with the Contract within fourteen (14) days; or
  - 10.3.2whether or not the Purchaser has previously required the Supplier to repair the Goods, supply any replacement Goods or reperform the Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
- 10.4 These Terms shall apply to repaired or replacement goods supplied and services reperfomed by the Supplier.

#### **11. PRICE**

- 11.1 The Price, unless otherwise agreed in writing between the parties, shall be:
  - 11.1.1fixed;
  - 11.1.2exclusive of any applicable VAT (which shall be payable by the Purchaser subject to receipt of a VAT invoice); and
  - 11.1.3inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Purchaser's specified delivery address and any duties, imposts or levies other than VAT.

#### **12. PAYMENT**

- 12.1 Unless otherwise stated in the Order and subject to the Supplier providing the Purchaser with a purchase order number, the Purchaser shall pay the Price within thirty (30) days of receipt of invoice by the Purchaser of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Purchaser.
- 12.2 Time of payment shall not be of the essence of the Contract.
- 12.3 The Purchaser may set off against the Price any sums owed to the Purchaser and/or any company in the Purchaser Group by the Supplier.
- 12.4 If either party defaults in the payment of the Price or sums payable under the Contract, the liability of such party shall be increased to include interest on the outstanding balance of such sums from the date when such payment is due until the date of actual payment at a rate per annum (both before and after judgment) of four percent (4%) above the base rate from time to time of the HSBC Bank. Such interest will accrue on a daily basis.

#### **13. INTELLECTUAL PROPERTY**

- 13.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any Purchaser Materials) shall be owned by the Supplier.
- 13.2 The Supplier hereby grants or shall procure the grant to the Purchaser an unrestricted, non-exclusive, transferable, royalty-free, perpetual, irrevocable and worldwide licence (including the right to grant sub-licences) to any and all Intellectual Property Rights required for any reasonably

foreseeable use and/or operation of the Goods by any person and/or the enjoyment of the Services by any person.

- 13.3 The Purchaser grants the Supplier a non-exclusive, non-transferable, royalty-free licence to use the Intellectual Property Rights in any Purchaser Materials provided by the Purchaser to the Supplier for the term of the Contract for the purpose of providing the Goods and/or performing the Services for the Purchaser.

- 13.4 All Purchaser Materials are the exclusive property of the Purchaser.

#### **14. PROTECTION OF PERSONAL DATA**

- 14.1 Each party shall:
  - 14.1.1process the Personal Data in accordance with its obligations under Data Protection Law;
  - 14.1.2provide the other (the **Requesting Party**) with such reasonable assistance as is requested by the Requesting Party to enable the Requesting Party to comply with its obligations under Data Protection Law; and
  - 14.1.3implement and maintain all adequate and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data and shall protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and detect and prevent unauthorised processing of, or unauthorised access to the Personal Data.
- 14.2 In addition to Clause 14.1 and to the extent that the Supplier processes any Personal Data on behalf of the Purchaser, for the purposes of Data Protection Law, the Supplier is the processor and the Purchaser is the controller and the provisions of the Data Processing Annex shall apply.

#### **15. INDEMNITY**

- 15.1 The Supplier shall indemnify the Purchaser against any and all Liabilities awarded against or incurred or paid by the Purchaser as a result of or in connection with:
  - 15.1.1breach of any warranty given by the Supplier in relation to the Goods and/or the Services;
  - 15.1.2any claim that the Goods or Services infringe, or their importation, use or resale, infringes the Intellectual Property Rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Purchaser;
  - 15.1.3any claim made against the Purchaser in respect of any breach or alleged breach by the Purchaser of any Applicable Laws; and
  - 15.1.4any act or omission of the Supplier or the Supplier Personnel in supplying, delivering and installing the Goods and in performing the Services, including any injury, loss or damage to persons caused or contributed to by any of their negligence or by faulty design, workmanship or materials (except to the extent that the injury, loss or damage is caused by the negligent act or omission of the Purchaser).

#### **16. INSURANCE**

- 16.1 During the Contract and for a period of one (1) year afterwards, the Supplier shall maintain in force with reputable insurance companies:
  - 16.1.1public liability insurance with a limit of at least £10 (ten) million a claim; and
  - 16.1.2product liability insurance and employer's liability insurance with a limit of at least £10 (ten) million for claims arising from a single event or series of related events in a single calendar year.

#### **17. TERMINATION**

- 17.1 The Purchaser shall be entitled to terminate the Contract immediately without liability to the Supplier by giving notice in writing to the Supplier at any time if:
  - 17.1.1the Supplier or its Permitted Subcontractors commits a material breach of these Terms;
  - 17.1.2the Supplier or its Permitted Subcontractors commits a breach of these Terms which can be remedied, but the Supplier or its Permitted Subcontractors fails to do so within fourteen (14) days;

- 17.1.3the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 17.1.4there is a change of control of the Supplier or its Permitted Subcontractors within the meaning of section 1124 Corporation Tax Act 2010;
- 17.1.5an Insolvency Event occurs in relation to the Supplier or its Permitted Subcontractors; or
- 17.1.6the Supplier or its Permitted Subcontractors becomes subject to any events that are analogous to those set out in Clause 17.1.5 in any other jurisdiction.
- 17.2 The Purchaser shall be entitled to terminate the Order or the Contract for convenience by giving the Supplier not less than thirty (30) days' written notice.
- 17.3 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 17.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 18. FORCE MAJEURE**
- 18.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract (**Affected Party**) by any circumstance not within its reasonable contemplation or control (**Force Majeure Event**), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 18.2 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) days the party not affected by the Force Majeure Event may terminate the Contract by giving notice in writing to the Affected Party.
- 19. CONFIDENTIALITY**
- 19.1 Each party undertakes to the other in relation to the Confidential Information of the other not to disclose Confidential Information without the other's prior written consent to any other person except those of its Representatives or, in the case of the Purchaser, members of the Purchaser Group who have a need to know the Confidential Information.
- 19.2 The provisions of Clause 19.1 shall not apply to Confidential Information to the extent that it is or was:
- 19.2.1already in the possession of the other party free of any obligation of confidentiality on the date of its disclosure;
- 19.2.2in the public domain other than as a result of a breach of this Clause 19; or
- 19.2.3required to be disclosed by Applicable Laws, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3 The Supplier shall procure that any Permitted Subcontractors and the Representatives of such Permitted Subcontractors comply with the terms of this Clause 19 as if they were the Supplier.
- 20. ASSIGNMENT AND OTHER DEALINGS**
- 20.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the written consent of the Purchaser.
- 20.2 The Purchaser shall be entitled to:
- 20.2.1exercise its rights or perform any of its obligations (in whole or in part) through any company in the Purchaser's Group; and/or
- 20.2.2transfer its rights and obligations under the Contract (in whole or in part) to any third party on giving notice in writing to the Supplier.
- 21. RIGHTS OF THIRD PARTIES**
- No third party except for any permitted successor or assignee of any party to the Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

## **22. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **23. NOTICES**

23.1 Any notice to be given under the Contract shall be in writing in the English language and shall be:

23.1.1delivered by hand;

23.1.2sent by first class pre-paid post, recorded delivery or special delivery; or

23.1.3sent by airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent).

23.2 A notice shall be deemed to have been received:

23.2.1if delivered by hand, on signature of a delivery receipt;

23.2.2if sent by pre-paid first class post, recorded delivery or Special Delivery (or equivalent service) to an address in the United Kingdom, at 9.00 am on the second (2<sup>nd</sup>) Business Day after posting;

23.2.3if sent by pre-paid airmail to an address outside the country from which it is sent at 9.00 am on the fifth (5<sup>th</sup>) Business Day after posting; or

23.2.4if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt,

provided that a notice delivered or posted, as appropriate, after 5.00 pm on any Business Day or on a non-Business Day shall be deemed delivered or posted, as appropriate, at 9.00 am on the next Business Day.

## **24. NO PARTNERSHIP**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

## **25. ENTIRE AGREEMENT**

25.1 The Contract constitutes the entire agreement between the parties and extinguishes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each party agrees that it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## **26. SEVERABILITY**

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

## **27. SURVIVAL**

Any termination or the expiry of the Contract will not affect the coming into force or the continuance in force of any provision which is intended to come into or continue in force on or after such termination or expiry.

## **28. GOVERNING LAW AND JURISDICTION**

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