

SPREADWISE

TERMS AND CONDITIONS OF SUPPLY

1. Definitions and Interpretation

1.1 In these Conditions, unless the context requires otherwise, the following words and expressions shall have the following meanings:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Charges	all and any fees and charges payable by the Customer to Spreadwise under or in connection with a Contract;
Conditions	these terms and conditions of supply, as amended from time to time in accordance with Condition 13.4;
Contract	the contract between Spreadwise and the Customer for the sale and purchase of the Goods formed in accordance with these Conditions;
Customer	the person or firm purchasing the Goods from Spreadwise;
Delivery	delivery of the Goods at the Delivery Location in accordance with Condition 4.2 or 4.3 (as applicable) and Deliver shall be construed accordingly;
Delivery Location	the location set out as such in the Order Form or such other location to which Spreadwise agrees it will deliver the Goods in accordance with Condition 4.1;
Goods	the goods (or any part of them) to be supplied by Spreadwise to the Customer, comprising those goods identified in the Order Confirmation or, in the absence of an Order Confirmation, those goods allocated by Spreadwise for the fulfilment of an Order;
Force Majeure Event	any cause preventing Spreadwise from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of Spreadwise including strikes, lockouts or other industrial disputes (whether involving the workforce of Spreadwise or otherwise), acts of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors;
Goods	the goods (or any part of them) set out in the Order;
Order	the Customer's order for the supply of goods in accordance with these Conditions, as set out in a completed Order Form or as otherwise communicated to Spreadwise in person or via any remote method of communication;
Order Confirmation	has the meaning given in Condition 2.2;
Order Form	Spreadwise's standard order form from time to time, a copy of which may be attached to these Conditions;

Specification	any specification for the Goods that is agreed by the Customer and Spreadwise;
Spreadwise	Spreadwise Limited (registered in England and Wales with company number: 04534368) whose registered office address is at Dairy House Farm, Worleston, Nantwich, Cheshire CW5 6DN;
VAT	value added tax chargeable under the Value Added Tax Act 1994;
Website	Spreadwise's website, as updated from time to time and available at: https://www.spreadwise.com .

1.2 The headings in the Contract are inserted for convenience only and shall not affect its construction.

1.3 A reference to:

1.3.1 a **person** includes an individual, company, LLP, corporate, partnership, joint venture, association, trusts, unincorporated bodies and associations and that person's personal representatives, successors and permitted assigns;

1.3.2 the **singular** includes the plural and vice versa, and to the **masculine** shall include the feminine and neuter and vice versa;

1.3.3 a **Condition** is a reference to a Condition of the Contract and its sub-Conditions;

1.3.4 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and such statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

1.3.5 **writing** or **written** excludes fax but includes email;

1.3.6 an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any 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 legal term in that jurisdiction;

1.3.7 **include, including** and **in particular** or anything similar are illustrative only and none of them shall limit the sense of the words preceding or following them and each of them shall be deemed to incorporate the expression without limitation;

1.3.8 **the Parties** shall mean Spreadwise and the Customer and the term **Party** shall be construed accordingly.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.2 The Order shall only be deemed to be accepted when Spreadwise, at its discretion, issues a written acceptance to the Customer or verbally confirms the Order with the Customer (**Order Confirmation**) and on which date the Contract shall come into existence.

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

2.4 Any samples, drawings, descriptive matter or advertising produced by Spreadwise and any descriptions or illustrations contained in Spreadwise's catalogues, brochures or Website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.5 Any quotation for the Goods given by Spreadwise shall not constitute an offer.

3. Goods

3.1 The Goods are as described on the Website in Spreadwise's quotation or as detailed in any applicable Specification.

3.2 Spreadwise reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Spreadwise shall notify the Customer in any such event.

4. Delivery

4.1 The Delivery Location shall be the location set out in the Order Form, or where the Order was placed without an Order Form, the location which Spreadwise has confirmed to the Customer as the Delivery Location in the Order Confirmation. If the Customer wishes to change the Delivery Location, it shall notify Spreadwise prior to the date of Delivery of the new location to which it requires the Goods to be delivered. Nothing in the Contract shall oblige Spreadwise to change the Delivery Location, but where Spreadwise agrees to a new Delivery Location, the location set out in the Order Form shall be updated to the new location to which Spreadwise has agreed in writing to deliver the Goods. Spreadwise shall be entitled to adjust the Charges as Spreadwise deems necessary to accommodate the change in the Delivery Location.

4.2 Where the Delivery Location is agreed to be at premises owned or operated by Spreadwise, Spreadwise will notify the Customer when the Goods are available for Delivery and Delivery shall:

4.2.1 be completed when the Goods are put in the possession of the Customer (or its representative collecting the Goods on its behalf) provided this occurs within 3 Business Days of Spreadwise notifying the Customer that the Goods were available for Delivery; or

4.2.2 be deemed to have occurred accordance with Condition 4.6.1.

4.3 Where the Delivery Location is any location where the premises are not owned or operated by Spreadwise, Delivery shall occur or be deemed to have occurred on the earlier of:

4.3.1 the point that the Goods have been unloaded at the Delivery Location; or

4.3.2 where the Customer fails to accept Delivery of the Goods, in accordance with Condition 4.6.1.

4.4 Any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence. Spreadwise shall not be liable for any delay in Delivery of the Goods that is caused by an event beyond Spreadwise's reasonable control or the Customer's failure to provide Spreadwise with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If Spreadwise fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Spreadwise shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an event beyond Spreadwise's reasonable control or the Customer's failure to provide Spreadwise with

adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to collect the Goods within 3 Business Days of Spreadwise notifying the Customer that the Goods are available for Delivery, or the Customer fails to or accept Delivery of the Goods at the time the Spreadwise (or its representative) attempts to make Delivery, then, except where such failure or delay is caused by an event beyond Spreadwise's reasonable control or Spreadwise's failure to comply with its obligations under the Contract in respect of the Goods:

4.6.1 Delivery of the Goods shall be deemed to have been completed at 9.00 AM on the third Business Day after the day on which Spreadwise notified the Customer that the Goods were available for Delivery or the date the Spreadwise (or its representative) attempted to make Delivery of the Goods; and

4.6.2 Spreadwise shall store the Goods until the Customer (or its representative) takes physical possession of the Goods, and charge the Customer for all related costs and expenses (including insurance and any additional charges incurred by Spreadwise in transporting the Goods to the Delivery Location and/or transporting the Goods to Spreadwise's storage facility).

4.7 If, 21 Business Days after the day on which Spreadwise notified the Customer that the Goods are available for Delivery the Customer has taken physical possession of the Goods, Spreadwise may resell or otherwise dispose of all or part of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

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

5. **Quality**

5.1 Spreadwise warrants that on Delivery, and for a period of 12 months from Delivery, the Goods shall, in all material respects:

5.1.1 conform with their description and, where applicable, the Specification;

5.1.2 to the extent that the Goods were manufactured by Spreadwise, be free from material defects in design, material and workmanship;

5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

5.1.4 be fit for any purpose held out by Spreadwise.

5.2 Subject to Condition 5.3, if:

5.2.1 the Customer gives notice in writing to Spreadwise within 12 months of Delivery that some or all of the Goods do not comply with the warranty set out in Condition 5.1; and

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

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

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

- 5.3 Spreadwise shall not be liable for the Goods' failure to comply with the warranty set out in Condition 5.1 if:
- 5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with Condition 5.2.1;
 - 5.3.2 the defect arises because the Customer failed to follow Spreadwise's oral or written instructions (including any user manual made available to the Customer) as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of Spreadwise following any drawing, design or specification supplied by the Customer;
 - 5.3.4 the Customer, or a third party on behalf of the Customer, alters or repairs such Goods without the written consent of Spreadwise;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 the Goods differ from their description, and/or where applicable the Specification, as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this Condition 5, Spreadwise shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Condition 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by Spreadwise.
- 5.7 Spreadwise will, so far as possible, transfer the benefit of a guarantee, if any, given by the relevant third party manufacturer in respect of part or all of the Goods to the Customer. The Customer acknowledges that the warranty period specified under such third party guarantee may have already started to run at the time it receives the Goods. The Customer also acknowledges that Spreadwise provides no guarantee to the Customer under any such third party guarantee or in respect of such Goods covered by such third party guarantee, liability for which shall be between the Customer and the third party manufacturer, separate to this Agreement and Spreadwise's liability under this Condition 5.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of Delivery.
- 6.2 Title to the Goods shall not pass to the Customer until:
- 6.2.1 Spreadwise receives payment in full (in cash or cleared funds) for the Goods and any other goods that Spreadwise has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in Condition 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Spreadwise's property;

- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.4 notify Spreadwise immediately if it becomes subject to any of the events listed in Condition 10.1.3 to Condition 10.1.5; and
- 6.3.5 give Spreadwise such information as Spreadwise may reasonably require from time to time relating to:
 - (a) the Goods; and
 - (b) the ongoing financial position of the Customer.
- 6.4 Subject to Condition 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Spreadwise receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 6.4.1 it does so as principal and not as Spreadwise's agent; and
 - 6.4.2 title to the Goods shall pass from Spreadwise to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 At any time before title to the Goods passes to the Customer, Spreadwise may:
 - 6.5.1 by notice in writing, terminate the Customer's right under Condition 6.4 to resell the Goods or use them in the ordinary course of its business; and
 - 6.5.2 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. Charges and payment**
- 7.1 The price of the Goods shall be the price set out in the Order Confirmation, or, if no price is quoted, the price set out in Spreadwise's published price list in force as at the date of the Order Confirmation, subject always to Condition 7.2.
- 7.2 Spreadwise may, by giving notice to the Customer at any time before Delivery, increase the price of the Goods and/or the cost of delivery to reflect any increase in the cost of the Goods and/or delivery that is due to:
 - 7.2.1 any factor beyond Spreadwise's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 7.2.2 any request by the Customer to change the delivery date(s), Delivery Location, quantities or types of Goods ordered, or the Specification; or
 - 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Spreadwise adequate or accurate information or instructions.
- 7.3 Spreadwise may (in its absolute discretion):
 - 7.3.1 require the Customer to pay a deposit for the Goods and shall raise an invoice for the same prior to Delivery; or

- 7.3.2 require payment in full prior to Delivery, and shall raise its invoice for the same prior to Delivery; or
 - 7.3.3 agree other payment terms with the Customer and shall raise its invoices for the Charges in accordance with such agreed payment terms.
- 7.4 Notwithstanding Condition 7.3, Spreadwise shall be entitled to raise its invoice for all Charges due in respect of the Goods on Delivery of the Goods.
- 7.5 The Customer shall pay each invoice submitted by Spreadwise:
- 7.5.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by Spreadwise and confirmed in writing to the Customer;
 - 7.5.2 in full and in cleared funds to a bank account nominated in writing by Spreadwise, with payment by cheque not accepted;
- and time for payment shall be of the essence of the Contract.
- 7.6 All amounts payable by the Customer under the Contract:
- 7.6.1 are exclusive of VAT or any similar tax, which shall be payable at the rate and in the manner prescribed by law from time to time, and all costs of packaging, insurance and transport of the Goods, for which the Customer shall be invoiced;
 - 7.6.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law);
 - 7.6.3 shall be non-refundable.
- 7.7 If the Customer fails to make a payment due to Spreadwise under the Contract by the due date, then, without limiting Spreadwise's remedies under Condition 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 7.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8. Cancellation

- 8.1 If at any time, the Customer wishes to cancel its Order for Goods, it shall notify Spreadwise of the same as soon as possible. Spreadwise shall not be obliged to accept such cancellation and any acceptance of a request for cancellation shall be at Spreadwise's absolute discretion. Where Spreadwise does not accept the cancellation, or the cancellation relates to only part of the Goods in the Order Confirmation, the Customer shall remain liable to pay the full price of the Goods and/or those Goods not forming part of the Customer's cancellation request. If Spreadwise accepts the cancellation, the Customer shall incur a cancellation Charge of up to 100% of the total price of the Goods being cancelled, together with any delivery charges or cancellation fees incurred by Spreadwise less the value of any deposit which has already been paid to Spreadwise in respect of the cancelled Goods.
- 8.2 Notwithstanding Condition 8.1, the Customer agrees and acknowledges that where the Goods forming the Order are items which Spreadwise has made on a bespoke basis for the Customer, or are items which Spreadwise does not hold in stock and which Spreadwise orders specifically on the Customer's request from a third party, the Order for such Goods may not be cancelled.
- 8.3 In the event of cancellation of an Order, where Spreadwise collects the cancelled Goods from the Customer, it shall be entitled to charge the Customer additional Charges for its costs in collecting and transporting the Goods from the Customer's location to Spreadwise' premises and restocking the Goods, which shall be equal to the costs incurred for collection of the

cancelled Goods by Spreadwise and up to 25% of the value of the cancelled Goods for the cost of restocking. Otherwise, the Customer shall be responsible for the costs of returning the cancelled Goods to Spreadwise via a reputable delivery service.

9. Limitation of Liability

9.1 This Condition 9 sets out the entire liability of Spreadwise in respect of any breach of its contractual obligations, any use made by the Customer of the Goods, any misrepresentation, mis-statement or tortious act or omission (including negligence but excluding any of the same made fraudulently) arising under or in connection with the Contract.

9.2 Nothing in the Contract limits any liability which cannot legally be limited, including any liability for:

9.2.1 death or personal injury caused by negligence;

9.2.2 fraud or fraudulent misrepresentation; or

9.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979.

9.3 Subject to Condition 9.2, Spreadwise's total liability to the Customer arising under or in connection with the Contract shall not exceed an amount equal to 100% of the total Charges paid to Spreadwise under the Contract.

9.4 Subject to Condition 9.2, Spreadwise shall not be liable to the Customer for any loss or damage which may be suffered by the Customer (or any person claiming through or under the Customer) whether the same are suffered directly or indirectly and whether the same arise in contract, tort (including negligence) or howsoever otherwise, which falls within any of the following categories:

9.4.1 loss of profits;

9.4.2 loss of turnover;

9.4.3 loss of sales or business;

9.4.4 loss of agreements or contracts;

9.4.5 loss of anticipated savings;

9.4.6 loss of or damage to goodwill or reputation; and

9.4.7 special, indirect or consequential loss.

9.5 Spreadwise shall not be liable for any loss or damage suffered or incurred by the Customer to the extent that such loss or damage arising from or in connection with:

9.5.1 any failure of the Customer to observe and perform its obligations under the Contract;

9.5.2 any unauthorised or incorrect use or handling of the Goods or use other than in accordance with the terms of the Contract or Spreadwise's instructions;

9.5.3 any modification or alteration of the Goods by any person other than Spreadwise;

9.5.4 errors or omissions in any Goods to the extent that they are based on or relate to the information or instructions provided by the Customer to Spreadwise;

9.5.5 any actions taken by Spreadwise at the Customer's direction.

9.6 Spreadwise shall have no liability to the Customer in respect of any event giving rise to a liability under or in connection with the Contract unless the Customer has served notice of the same upon Consultant within 12 months of the date the Customer became aware, or ought to have become aware, of the consequences of the event.

9.7 This Condition 9 shall survive termination of the Contract.

10. Termination

10.1 Without limiting its other rights or remedies, Spreadwise may terminate the Contract with immediate effect by giving written notice to the Customer if:

10.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment;

10.1.2 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;

10.1.3 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];

10.1.4 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

10.1.5 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

10.2 Without limiting its other rights or remedies, Spreadwise may suspend performance of its obligations under the Contract or any other contract between the Customer and Spreadwise if the Customer becomes subject to any of the events listed in Condition 10.1.3 to Condition 10.1.5, or Spreadwise reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on its due date.

10.3 On termination of the Contract for any reason the Customer shall immediately pay to Spreadwise all of Spreadwise's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Spreadwise shall submit an invoice, which shall be payable by the Customer immediately on receipt.

10.4 Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.5 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.

11. Force majeure

Spreadwise shall not be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to a Force Majeure Event. In such circumstances the time for performance of such obligations by Spreadwise shall be extended accordingly by such amount of time as Spreadwise deems reasonable, taking into account of the circumstances of the Force Majeure

Event. If the period of delay or non-performance continues for 3 months, Spreadwise may terminate the Contract by giving 30 days' written notice to the Customer.

12. Confidentiality

12.1 The Customer undertakes that it shall not at any time disclose to any person Spreadwise's confidential information, provided that this restriction does not apply to.

12.1.1 any use or disclosure authorised by Spreadwise or as required by law; or

12.1.2 any information which is already in, or comes into, the public domain otherwise than through the Customer's unauthorised disclosure.

13. General

13.1 Notices.

13.1.1 Any notice to be given by a Party under or in connection with the Contract shall be in writing in English language and delivered by hand or sent by UK first class post or other next Business Day delivery service to the other Party at the address given in the Contract or as otherwise notified to the other Party in writing from time to time or by email to such email address as the Parties choose and notify to the other Party from time to time.

13.1.2 Any such notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the address or given to the addressee; or

(ii) in the case of pre-paid first class UK post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

(iii) if sent by email on a Business Day at the time of transmission provided that a non-delivery communication is not received by the sender.

13.1.3 This Condition 13.1 does not apply to the service of any proceedings or other documents in any legal action.

13.2 **Entire Agreement.** The Contract contains the entire understanding between the Parties in relation to its subject matter and supersedes all (if any) subsisting agreements, arrangements, understandings, negotiations, discussions or correspondence (written or oral, express or implied) relating to the same.

13.3 **Further Assurance.** The Customer (where applicable) will at all times after the date of the Contract do and execute or procure to be done and executed all other necessary acts, deeds, documents and things within their power to give effect to the Contract.

13.4 **Variations.** No variation of a Contract shall be effective unless it is in writing and is signed by an authorised representative of each Party.

13.5 **Costs and expenses.** Each Party shall pay the legal and other costs and expenses incurred by it in connection with the preparation, negotiation and completion of the Contract and all ancillary documents.

13.6 **Third party rights.** Save as expressly provided in the Contract, a person who is not a Party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the Parties to rescind or vary the Contract are not subject to the consent of any other person.

- 13.7 **Waiver.** A failure, delay or neglect by either Party to exercise any right or remedy or enforce any of the provisions of the Contract shall not be construed or deemed to be a waiver or continuing waiver of that Party's rights or remedies, 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.
- 13.8 **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 the other Party, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.
- 13.9 **Severance.**
- (a) If any of the provisions of the Contract shall be declared invalid or unenforceable in whole or in part by any competent court or other authority whose decisions shall have the force of law binding on the Parties, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions shall not be affected.
 - (b) If the invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, that Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and to that greatest extent possible achieves the Parties original commercial intention.
- 14. Governing law and jurisdiction**
- 14.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
- 14.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.