

DRM Terms and Conditions for the Supply of Goods and Services

The Customer's attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Affiliate	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Conditions	these terms and conditions as amended from time to time in accordance with clause 17.7.
Contract	the contract between DRM and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Control	shall be as defined in section 1124 of the Corporation Tax Act 2010.
Customer	the person or firm who purchases the Goods and/or Services from DRM.
Deliverables	any deliverables produced by DRM for the Customer as part of the Services.
Force Majeure Event	has the meaning given to it in clause 16.
Goods	the goods supplied to the Customer by DRM under any Contract.
Goods Specification	any technical specification for the Goods as set out in DRM's quotation or as otherwise agreed in writing by the Customer and DRM.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, 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 (including know-how and trade secrets), 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, such rights and all similar or equivalent rights or

forms of protection which subsist or will subsist now or in the future in any part of the world.

Order	the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of DRM's quotation, as the case may be.
Services	the services, including the Deliverables, supplied by DRM to the Customer as set out in the Service Specification.
Service Specification	the description or specification for the Services provided in writing by DRM to the Customer, as may be set out in a quotation.
DRM	DRM Technic Ltd registered in England and Wales with company number 06814736 whose registered office is at 15c Raleigh Hall Industrial Estate, Eccleshall, Stafford, United Kingdom, ST21 6JL.
DRM Materials	all materials, equipment, documents and other property of DRM.
Warranty Period	has the meaning given in clause 5.1.

Interpretation:

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

A reference to a party includes its personal representatives, successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to **writing** or **written** excludes fax but not email.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when DRM issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by DRM and any descriptions of the Goods or illustrations or descriptions of the Services contained in DRM's marketing materials are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.

- 2.4 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.
- 2.5 Any quotation given by DRM shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. GOODS

- 3.1 The Goods are described in the applicable Goods Specification.
- 3.2 DRM reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and DRM shall notify the Customer in any such event.

4. DELIVERY OF GOODS

- 4.1 Unless otherwise set out in DRM's quotation or otherwise agreed in writing, delivery shall be made in accordance with EXW (Incoterms 2020) within the agreed lead times.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at DRM's premises, or such other location as may be agreed with the Customer before delivery.
- 4.3 Any dates and lead times quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. DRM shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide DRM with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If DRM 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. DRM shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide DRM with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Customer fails to take or accept delivery of the Goods (as the case may be) within three Business Days of DRM notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by DRM's failure to comply with its obligations under the Contract in respect of the Goods:
 - 4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which DRM notified the Customer that the Goods were ready; and
 - 4.5.2 DRM shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If fifteen Business Days after the day on which DRM notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted (as the case may be) actual delivery of them, DRM may resell

or otherwise dispose of part or all of the Goods and charge the Customer reasonable storage and selling costs.

- 4.7 DRM 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 OF GOODS

- 5.1 DRM warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:
- 5.1.1 conform in all material respects with the Goods Specification;
 - 5.1.2 be free from material defects in design, material and workmanship; and
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2 Subject to clause 5.3, if:
- 5.2.1 the Customer gives notice in writing to DRM during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.2.2 DRM is given a reasonable opportunity of examining such Goods; and
 - 5.2.3 the Customer (if asked to do so by DRM) returns such Goods to DRM's place of business at the DRM's cost,
- DRM shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 DRM shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
- 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow DRM's oral or written instructions as to the storage, installation, commissioning, 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 DRM following any drawing, design or specification supplied by the Customer;
 - 5.3.4 the Customer alters or repairs such Goods without the written consent of DRM;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 5.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, DRM shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 Subject to clause 5.6, DRM will use reasonable endeavours to ensure that the Goods supplied will be suitable for their intended application as confirmed by the Customer, subject to any required ongoing maintenance

(including servicing of consumable items) to maintain suitability, which shall be the responsibility of the Customer.

- 5.6 It is the Customer's responsibility to:
- 5.6.1 confirm that the Goods listed in DRM's quotation and their Specification fully meet the Customers' requirements;
 - 5.6.2 ensure that the Goods and their Specification are fit for any purpose, suitable for their intended application and otherwise meet the Customer's requirement and in compliance with the Customer's legal obligations under any relevant law and with any Health and Safety requirements applicable to the Customer; and
 - 5.6.3 supply DRM with such information relating to the Goods application and any relevant requirements as is necessary for the manufacture or supply of the Goods by DRM and ensure that such information is complete and accurate.
- 5.7 If the Customer orders the Goods and it is subsequently determined that the Goods are not suitable for the Customer's specific purpose or requirement, DRM may charge the Customer a handling and/or restocking charge in relation to any returned Goods. In the event that the Goods have been manufactured for the Customer, the Customer accepts that it may not be possible to return the Goods and the full invoice value will be payable.
- 5.8 These Conditions shall apply to any repaired or replacement Goods supplied by DRM.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer in accordance with the agreed Incoterm or if none agreed, on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 6.2.1 DRM receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment; 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 clause 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 DRM'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 on DRM's behalf from the date of delivery;
 - 6.3.4 notify DRM immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and
 - 6.3.5 give DRM such information as DRM may reasonably require from time to time relating to:
 - 6.3.5.1 the Goods; and
 - 6.3.5.2 the ongoing financial position of the Customer.

- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before DRM 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 DRM's agent; and
 - 6.4.2 title to the Goods shall pass from DRM 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, DRM may:
- 6.5.1 by notice in writing, terminate the Customer's right under clause 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. SUPPLY OF SERVICES

- 7.1 DRM shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 DRM shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 DRM reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and DRM shall notify the Customer in any such event.
- 7.4 DRM warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
 - 8.1.1 ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - 8.1.2 co-operate with DRM in all matters relating to the Services;
 - 8.1.3 provide DRM, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by DRM to provide the Services;
 - 8.1.4 provide DRM with such information and materials as DRM may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 8.1.5 prepare the Customer's premises for the supply of the Services;
 - 8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

- 8.1.7 comply with all applicable laws, including health and safety laws; and
- 8.1.8 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 8.2 If DRM's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 8.2.1 without limiting or affecting any other right or remedy available to it, DRM shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays DRM's performance of any of its obligations;
 - 8.2.2 DRM shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from DRM's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - 8.2.3 the Customer shall reimburse DRM on written demand for any costs or losses sustained or incurred by DRM arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

- 9.1 The price for Goods:
 - 9.1.1 shall be the price set out in DRM's quotation or, if no price is quoted, the price set out in DRM's price list as at the date of the order; and
 - 9.1.2 unless otherwise set out in DRM's quotation, shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, installation commissioning and operator training, which shall be invoiced to the Customer.
- 9.2 Unless otherwise set out in DRM's quotation, the charges for Services shall be calculated on a time and materials basis as shall be calculated in accordance with DRM's daily fee rates from time to time.
- 9.3 DRM reserves the right to:
 - 9.3.1 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to DRM that is due to:
 - 9.3.1.1 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - 9.3.1.2 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give DRM adequate or accurate information or instructions in respect of the Goods.
- 9.4 In respect of Goods, DRM may invoice the Customer before, on or after delivery, and unless otherwise agreed in writing, DRM will invoice the Customer as follows:

- 9.4.1 40% of the price for Goods on acceptance of the Customer's Order by DRM;
- 9.4.2 50% of the price for Goods in advance of delivery of the Goods; and
- 9.4.3 10% of the price for Goods on delivery.
- 9.5 In respect of Services, DRM shall invoice the Customer on completion of the Services or as otherwise agreed in writing.
- 9.6 The Customer shall pay each invoice submitted by DRM:
 - 9.6.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by DRM and confirmed in writing to the Customer; and
 - 9.6.2 in full and in cleared funds to a bank account nominated in writing by DRM, and
 time for payment shall be of the essence of the Contract.
- 9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**) and any other applicable taxes or duties.
- 9.8 If the Customer fails to make a payment due to DRM under the Contract by the due date, then, without limiting DRM's remedies under clause 14, 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 clause 9.8 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%.
- 9.9 All amounts due under the Contract 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).

10. INTELLECTUAL PROPERTY

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the supply of Goods or the Services (other than Intellectual Property Rights in any materials provided by the Customer), including without limitation any Intellectual Property Rights in any software supplied by DRM, shall be owned by the Supplier or its licensors.
- 10.2 If DRM supplies any third party software to the Customer under the standard licence terms provided by the relevant third parties, the Customer agrees to be bound to the relevant third parties by such licence terms and to ensure that its Affiliates are bound under similar obligations owed to the relevant third parties.

11. DATA PROTECTION

- 11.1 To the extent that personal data is processed in connection with the Services, the parties shall comply with all applicable privacy and data protection laws and regulations.

12. CONFIDENTIALITY

- 12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

- 12.2 Each party may disclose the other party's confidential information:
 - 12.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
 - 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 13.2.1 death or personal injury caused by negligence;
 - 13.2.2 fraud or fraudulent misrepresentation;
 - 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - 13.2.4 defective products under the Consumer Protection Act 1987.
- 13.3 Subject to clause 13.2:
 - 13.3.1 DRM's liability to the Customer for loss of or damage to the physical property of the Customer caused by DRM's negligence shall not exceed £10,000 in respect of any event or series of connected events. Neither damage nor loss or corruption of data shall constitute loss of or damage to physical property;
 - 13.3.2 DRM's total aggregate liability to the Customer in connection with the supply of Goods under any Contract shall not exceed 125% of the total amount paid or payable by the Customer in respect of the Goods supplied under the relevant Contract in respect of which the liability arose; and
 - 13.3.3 DRM's total aggregate liability to the Customer in connection with the supply of Services under any Contract shall in no event exceed 125% of the total amount paid or payable by the Customer in respect of Services under the relevant Contract in respect of which the liability arose, and in respect of Services continuing beyond one year shall, in no event, exceed in any year 125% of the total amount paid or payable by the Customer in respect of Services in that year.
- 13.4 Subject to clause 13.2, DRM shall not be liable to the Customer for:
 - 13.4.1 loss of profits;
 - 13.4.2 loss of sales or business;

- 13.4.3 loss of agreements or contracts;
 - 13.4.4 loss of anticipated savings;
 - 13.4.5 loss of use or corruption of software, data or information;
 - 13.4.6 loss of or damage to goodwill; and
 - 13.4.7 indirect or consequential loss.
- 13.5 DRM has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 Unless the Customer notifies DRM that it intends to make a claim in respect of an event within the notice period, DRM shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred (as opposed to it becoming aware of its having grounds to make a claim in respect of it) and shall expire three years from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 13.7 This clause 13 shall survive termination of the Contract.

14. TERMINATION

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 60 days after receipt of notice in writing to do so;
 - 14.1.2 the other party 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;
 - 14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 14.1.4 the other party'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.
- 14.2 Without affecting any other right or remedy available to it, DRM may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and DRM if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed

in clause 14.1.2 to clause 14.1.4, or DRM reasonably believes that the Customer is about to become subject to any of them.

15. CONSEQUENCES OF TERMINATION

- 15.1 On termination of the Contract:
- 15.1.1 the Customer shall immediately pay to DRM all of DRM's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, DRM shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 15.1.2 the Customer shall return all of DRM Materials and any Deliverables or Goods which have not been fully paid for.
- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16. FORCE MAJEURE

- 16.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving 20 days' written notice to the affected party.
- 16.2 If due a Force Majeure Event DRM has insufficient stocks to meet all its commitments, DRM may apportion available stocks between its customers at its sole discretion.

17. GENERAL

- 17.1 **Assignment and other dealings**
- 17.1.1 DRM may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of DRM.
- 17.2 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.2 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.3 **Waiver.**

- 17.3.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 17.3.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.4 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.5 **Entire agreement.**
- 17.5.1 The Contract constitutes the entire agreement between the parties.
- 17.5.2 Each party acknowledges that in entering into the Contract it does not rely on 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.
- 17.6 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.7 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.8 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.9 **Jurisdiction.** 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.