

Customer Terms and Conditions

1. General

1.1 These T&Cs establish the general terms and conditions to which the parties have agreed in order to facilitate the provision of the Services and Equipment by the Supplier.

1.2 **Incorporation of Schedules.** These T&Cs shall fully incorporate by reference the terms and conditions found in each of the Schedules.

2. Interpretation

2.1 To the extent of any inconsistency between any document referencing this Agreement (other than a variation), this Agreement shall prevail. Unless expressly stated otherwise in this Agreement, to the extent of any inconsistency between clauses 1 to 20 of these T&Cs, the Schedules and any Purchase Order, these T&Cs shall prevail.

2.2 For the avoidance of doubt, this Agreement shall prevail over any terms and conditions stipulated by the Customer or included as part of the Supplier's documentation.

3. Definitions

3.1 **"Affiliate"**: in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party at the date of this Agreement.

3.2 **"Agreement"**: each Purchase Order, these T&Cs and its Schedules, as amended or varied from time to time.

3.3 **"Applicable Laws"**: all applicable laws, statutes and regulations from time to time in force.

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

3.5 **"Business Hours"**: means the hours 9 am to 5.30 pm.

3.6 **"Cancellation Charge"**: means an average of monthly Charges payable by the Customer in the preceding 12 month period multiplied by 3.

3.7 **"Commencement Date"**: has the meaning given to it in clause 5.1.

3.8 **"Control"** and its derivatives means the power of a person to secure:

(a) by means of the holding of shares or the possession of voting power in an entity; or

(b) by virtue of any powers conferred by the articles of association or other document regulating or relating to an entity, that the affairs of that entity are conducted in accordance with that person's wishes.

3.9 **"Charges"**: means the charges in respect of the Services as may be changed by the Supplier from time to time and includes Cancellation Charges.

3.10 **"Claim"**: any claims, demands, actions or proceedings.

3.11 **"Customer Data"**: all data or information submitted by the Customer to the Supplier, and which may include Personal Data.

3.12 **"Dispute"**: means any dispute or Claim (including non-contractual disputes or Claims) arising out of or in connection with this Agreement or its subject matter or formation.

3.13 **"Equipment"**: means the equipment provided by the Supplier in order to collect waste.

3.14 **"Force Majeure Event"**: means any event affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including war, civil war, acts of terrorism, riots, revolution; natural disasters such as earthquakes, tidal waves and floods; explosions and fires, strikes and labour disputes of all kinds or other circumstances which are outside the reasonable control of the party concerned.

3.15 **"Initial Term"**: has the meaning given to it in clause 5.1.

3.16 **"IPR"**: Intellectual Property Rights (IPR) are patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, 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.

3.17 **"Liabilities"**: means any losses, damages, costs, actions, awards, penalties, fines, proceedings, claims, demands, liabilities and expenses (including reasonable legal costs and expenses).

3.18 **"Payment Terms"** means the payment terms indicated on the cover letter to this Agreement.

3.19 **"Policies"** means the Supplier's business policies and codes which apply to the provision of the Services under this Agreement, as updated from time to time.

3.20 **"Purchase Order"**: means [the document (i) completed by the Customer each time a Purchase Order is placed; and (ii) delivered to the Supplier in a timely manner prior to the commencement of the Services under each Purchase Order.

3.21 **"Regulatory Authority"**: means any person having governmental, regulatory, supervisory or other competent authority under any Applicable Laws over any part of the Services or the Supplier or the Customer.

3.22 **"Relief Event"**: means (i) any breach of this Agreement by, or any act or omission of, the Customer, its agents, subcontractors, consultants or employees which prevents the Supplier from performing its obligations (including but not limited to a failure to pay the Charges); (ii) any failure by the Customer to comply with the requirements set out in Schedule 3; or (iii) any failure by the Customer to provide complete and accurate information, instructions, requests, changes or support which the Supplier has reasonably requested, or the Customer was reasonably aware may be required, for the Supplier to provide the Services.

3.23 **"Replacement Supplier"**: means any person or entity that provides services following the termination, in whole or in part, of this Agreement or the Supplier's provision of the Services to replace the Services which have been terminated.

3.24 **"Services"**: means the provision of Equipment and collection of waste from the Site(s).

3.25 **"Site(s)"**: means the site(s) where the Services will be provided as set out in a Purchase Order.

3.26 **"Term"**: has the meaning prescribed under clause 5.1.

3.27 **Transfer Regulations**: means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any legislation amending, modifying, extending, varying, superseding, replacing, substituting or consolidating it from time to time or any law in the relevant jurisdiction which: (i) as a consequence of the commencement of this Agreement or the Supplier's provision of the Services, transfers a person's contract of employment to the Supplier or provides a person with a right to become employed by the Supplier or which transfers liability to the Supplier for any act or omission (including dismissal) in respect of an employee; and (ii) as a consequence of the termination, in whole or in part, of this Agreement or the Supplier's provision of the Services, transfers a person's contract of employment to the Customer or any Replacement Supplier or provides a person with a right to become employed by the Customer or any Replacement Supplier or which transfers liability to the Customer or any Replacement Supplier for any act or omission (including dismissal) in respect of an employee.

3.28 **"VAT"**: value added tax chargeable in the United Kingdom.

3.29 **"Waste Transfer Note"**: means the notice completed and signed by the Customer at the time the Supplier completes the Services on the Site(s);

3.30 **"Purchase Order"**: the document in the format set out at Schedule 1 executed by the parties which incorporates by reference the terms of these T&Cs and applicable Schedules and describes Customer's order-specific information.

4. Incorporation of Purchase Order

4.1 A Purchase Order shall not constitute a binding obligation on the Supplier to supply the Services until such time as the Supplier has acknowledged and accepted the Purchase Order in writing. The Supplier may accept or reject each Order in its absolute discretion.

4.2 All Purchase Orders shall be governed by this Agreement and, once signed, shall form part of this Agreement.

4.3 No variation to a Purchase Order shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier, or otherwise in accordance with the provisions of clause 20.12.

5. Term

5.1 This Agreement shall commence on the date indicated on the cover letter to this Agreement ("**Commencement Date**") and shall continue, unless terminated earlier in accordance with this Agreement, for the Initial Term. Following the expiry of the Initial Term the Agreement shall continue month on month until terminated by either party on thirty (30) days prior written notice. To the extent there are Purchase Orders in effect when a party terminates this Agreement or the Agreement expires, such Purchase Orders shall continue to be governed by this Agreement as if it had not been terminated or expired.

5.2 The Supplier shall provide the Services to the Customer from the commencement date indicated in the Purchase Order ("**Order Commencement Date**") and until the expiry date indicated in the Purchase Order ("**Order Expiry Date**"), unless such Purchase Order is terminated earlier in accordance with this Agreement.

6. Supplier's responsibilities

6.1 The Supplier shall use reasonable endeavours to:

6.1.1 provide the Services in accordance with this Agreement;

6.1.2 appoint a manager for the Services, being the person identified as the Supplier's representative on the cover letter to this Agreement. The Supplier may replace that person from time to time but shall keep the Customer informed of any such replacement;

6.1.3 observe all reasonable health and safety and security requirements that apply to the Supplier at the Customer's premises and that have been communicated to it under clause 7.1.9. The Supplier shall not be liable under this Agreement if, as a result of complying with this clause 6.1.3, it is in breach of any of its obligations under this Agreement;

6.1.4 provide monthly reports on recycle rates; and

6.1.5 meet any Service Levels set out in clause 11.

6.2 The Supplier may upon request provide training to the Customer's authorised representatives in respect of the use of the Portal. The Supplier reserves the right to invoice its reasonable expenses in respect of such training.

7. Customer's obligations

7.1 The Customer shall:

7.1.1 co-operate with the Supplier in all matters relating to the Services and comply at all times with the Policies;

7.1.2 provide accurate information on a Purchase Order and notify the Supplier immediately of any changes;

7.1.3 provide Purchase Order to the Supplier prior to the commencement of the Services under a Purchase Order;

7.1.4 provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, all information required for the performance of the Services by the Supplier, including health and safety requirements in respect of the Site(s) and ensure that such information is accurate and complete;

7.1.5 ensure that the waste is deposited in accordance with the following requirements: The Customer shall ensure that:

(a) where appropriate, waste is only stored in suitable containers;

(b) no liquids, explosives, toxic, or dangerous materials including, but not limited to fibrous asbestos, solvents, minerals or greases will be placed in the Equipment without the prior written consent of the Supplier; and that the contents of the Equipment when loaded conform to the requirements of S.I.1980/1709 and the local waste regulation authority with regard to suitability for disposal as general or special waste as a controlled waste disposal site;

(c) no bonded asbestos is placed, save where the Customer gives the Supplier, at least seven days' prior written notice and obtains the Supplier's written consent;

(d) no cans, bottles or other liquid containers are placed in the Equipment unless they are dry, free from liquid, residues and open for inspection;

(e) no fridges, freezers, vehicle tyres, car/commercial vehicle batteries and any other waste types, which following changes in legislation from time to time may become classified as a special difficult, or hazardous waste type are placed in the Equipment;

(f) no fires are lit in, and no corrosive acid or noxious substance, liquid cement or concrete placed in the Equipment;

(g) the Equipment is filled no higher than the top of its sides and in such a manner as to prevent spillage of material, both whilst the container is stationary, or in transit; and

(h) the Equipment suffers no damage except fair wear and tear.

7.1.6 complete and sign a Waste Transfer Note as required by Applicable Laws or as required by the Supplier from time to time;

7.1.7 use the Supplier's Portal and provide all information via this Portal as requested by the Supplier;

7.1.8 attend any meetings required by the Supplier to discuss any aspect of the Services; and

7.1.9 obtain and maintain all necessary licences and consents and comply with all Applicable Laws as required to enable the Supplier to provide the Services.

7.2 Notwithstanding any provision of this Agreement, the Supplier shall not be in breach of this Agreement and shall not be liable for any loss or damage (including without limitation arising from its failure to provide any of the Services, or perform any

other obligation under this Agreement) to the extent that the foregoing arises from a Relief Event.

8. Warranties

8.1 Each party warrants and represents that, as at the date of this Agreement: (i) it has full capacity and authority to enter into this Agreement; and (ii) once duly executed, this Agreement shall constitute its legal, valid and binding obligations.

9. Equipment

9.1 The Customer shall:

9.1.1 allow the Supplier, its agents, subcontractors, and employees unhindered access to the Equipment in order for the Supplier to perform its obligations under this Agreement;

9.1.2 at Customer's cost, keep the Equipment in a clean and sanitary condition;

9.1.3 not add or remove any markings or indications attached to the Equipment; and

9.1.4 inform the Supplier immediately where the Customer becomes aware of any issues which affect the use of the Equipment and/or the Services;

9.2 The Equipment remains the Supplier's property at all times and the Customer shall remain a mere bailee. The risk in relation to the Equipment supplied pursuant to this Agreement shall pass to the Customer upon delivery of the Equipment to the Site(s) and shall remain with the Customer until the Equipment is collected by the Supplier.

9.3 The Customer indemnifies the Supplier for any loss, damage or costs (including the costs of repairing or replacing the Equipment) whatsoever and howsoever arising whilst the Equipment is on the Customer's Site(s), or under the Customer's control.

9.4 Where the Equipment is located on public or third party property and waste is accumulated for any reason whatsoever in the immediate proximity of the Equipment, the Supplier reserves the right to supply further Equipment to contain the surplus material and to transfer the same to the Equipment and to invoice the Customer in accordance with Schedule 2.

10. Charges

10.1 The Charges are set out in Schedule 2 and/or in a Purchase Order. In the event of any inconsistency between the Charges in Schedule 2 and the Purchase Order, the Charges in the Purchase Order shall prevail.

10.2 The Supplier shall invoice the Customer the Charges for the Services described in the relevant Purchase Order. The Charges are payable in accordance with the Payment Terms. Customer shall be deemed to have received the invoice the next Business Day after transmission by the Supplier unless the Supplier receives an automated bounce back stating the email was not delivered successfully.

10.3 If the Customer cancels a Purchase Order less than 24 hours before the Equipment is due to be delivered on the Site, the Supplier may, in Supplier's reasonable discretion, charge the Customer 10% of the Charges specified in a Purchase Order

10.4 All sums payable to the Supplier under this Agreement:

10.4.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

10.4.2 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).

10.5 If a deduction or withholding is required by law in respect of any payment made or to be made under this Agreement including any Purchase Order, such deduction or withholding shall not exceed the minimum amount which it is required by law to deduct or withhold and the payer shall simultaneously pay to the payee such additional amounts as will result in the receipt by the payee of a net amount equal to the full amount which would otherwise have been receivable had no such deduction or withholding been required.

11. Service Levels

11.1 The Supplier shall use reasonable endeavours to:

11.1.1 subject to clause 7.1.3, deliver the Equipment to the Site(s) within 48 hours of accepting the Purchase Order; and

11.1.2 respond to complaints sent to

customerservice@recyclinglives.com within two (2) hours assuming such complaints are received during Business Hours and during a Business Day.

12. Right to Suspend Services

12.1 Without prejudice to the Supplier's rights under this Agreement, the Supplier may temporarily suspend Customer's use of the Services, or refuse to carry out the Services, if, in the Supplier's opinion: (a) the Customer has violated any provision of this Agreement; or (b) Customer's account is more than 30 days past due (except with respect to Charges subject to a reasonable and good faith Dispute). To the extent the Customer has caused

or contributed to such a suspension, the Customer will promptly take all requisite steps to remedy the relevant issue and/or omission so that the Supplier can resume providing the Services.

13. Data Protection

13.1 "Applicable Data Protection Law" means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the UK GDPR, any laws that replace, extend, re-enact, consolidate or amend any of the foregoing, and any other Applicable Laws and statutory guidance relating to the processing, privacy or use of Personal Data as applicable to the parties; "Data Controller" means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; "Data Processor" means the person which processes Personal Data on behalf of the Data Controller; and "processing" means any operation(s) performed upon Personal Data such as collection, recording, storage, adaptation, use, disclosure by transmission or otherwise making available; "UK GDPR" means the General Data Protection Regulation 2016/679 as it forms part of Retained EU Law (as defined in the European Union (Withdrawal) Act 2018, as amended from time to time) and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; "Sub-Processor" means another Processor used by the Supplier for the processing of Personal Data on behalf of the Customer; "Data Controller" (or Controller), "Data Processor" (or Processor), "Data Subject", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the meaning given to them in the Applicable Data Protection Law;

13.2 The Supplier shall act as Data Controller in respect of any Personal Data of the Customer's personnel provided to the Supplier in the context of administering the Services. Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a Data Controller under any Applicable Data Protection Laws.

13.3 Save as provided under clause 13.2 or as otherwise agreed under a Purchase Order, the Supplier acknowledges that the Customer is the Data Controller in respect of any Personal Data that the Supplier processes on the Customer's behalf in the course of providing the Services and that the Supplier is a Data Processor of such data.

13.4 The nature and purpose of the processing of Personal Data by the Supplier where Supplier acts as a Data Processor is the performance of the Services pursuant to this Agreement. The categories of Data Subjects whose Personal Data will be processed in the course of providing the Services, and the types of such Personal Data which will be processed, are as set out in each Purchase Order.

13.5 The processing of Personal Data shall continue only for the duration of the Agreement, save to the extent required by applicable law, or Supervisory Authority.

13.6 The Supplier agrees that it shall (and shall procure that each of its Affiliates and subcontractors shall):

13.6.1 only carry out processing of Personal Data in accordance with the Customer's instructions;

13.6.2 not process or permit the processing of Personal Data outside the European Economic Area or the United Kingdom except: (i) where no European Personal Data is being processed under the Agreement; or (ii) with the prior written consent of the Customer and, where such consent is granted, the Supplier undertakes to enter into a suitable agreement with the Customer and/or any relevant parties and/or adopt any necessary measures in order to ensure an adequate level of protection with respect to the privacy rights of individuals; "European Personal Data" in this sub-clause means Personal Data which comes within the scope of any of the laws and regulations of the European Union, the European Economic Area and their member states, and the United Kingdom applicable to the processing of Personal Data as amended from time to time;

13.6.3 ensure that Supplier's personnel engaged in the processing of Personal Data shall treat as strictly confidential any Personal Data, and are bound under an appropriate obligation of confidentiality;

13.6.4 take such technical and organisational measures as may be appropriate to assist the Customer, insofar as this is possible, to comply with (i) the rights of individuals under the Applicable Data Protection Laws, including subject access rights, the rights to rectify and erase Personal Data, object to the processing and automated processing of Personal Data, and restrict the processing of Personal Data; and (ii) information or assessment notices served by any data protection authority;

13.6.5 notify the Customer without undue delay on becoming aware of a Personal Data Breach;

13.6.6 assist the Customer in complying with its obligation, where applicable, to undertake a data protection impact assessment; and

13.6.7 immediately inform the Customer if, in its opinion, an instruction as per clause 13.6.1 above infringes the Applicable Data Protection Law.

13.7 The Supplier shall not use another Processor to process Personal Data without the Customer's prior written consent and, if the Customer gives its consent, the Supplier shall appoint the Sub-Processor under a binding written contract ("Processor Contract") which imposes the same data protection obligations as are contained in this Global Agreement on the Sub-Processor.

14. Intellectual Property

14.1 The Supplier and its licensors retain ownership of all IPRs in the Services. The Customer and its licensors shall retain ownership of all IPRs in the Customer Data.

14.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy the Supplier's IPRs for the purpose of receiving and using the Services in the Customer's business during the Term of the Agreement. The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Data for the Term of the Agreement for the purpose of providing the Services to the Customer in accordance with the Agreement.

15. Liability

15.1 Neither party limits its liability for death, personal injury, fraud, wilful misstatement or any other liability to the extent the same cannot be excluded or limited by law. Subject to clause 15.2, a party's aggregate liability for any Claim arising under or related to this Agreement shall be limited to direct damages and shall not exceed the amount paid or payable to the Supplier by the Customer under all Purchase Orders in the 12 month period immediately preceding the date upon which the liability arose.

15.2 Neither party shall be liable to the other for any (i) indirect, special, incidental or consequential damages or losses, (ii) loss of profits, (iii) loss of business or revenue, even where the other party has been advised of the possibility of such damages. The liability cap in clause 15.1 shall not apply to the Customer's liability under clause 16 (Confidentiality) or in respect of any indemnities provided by the Customer under this Agreement.

16. Confidential Information

16.1 Neither party shall, and shall procure that its Affiliates shall not, use or disclose to any person, either during or at any time after the Term, any confidential information about the business or affairs of the other party, or about any other confidential matters which may come to its knowledge in the course of this Agreement.

16.2 The restriction in clause 16.1 does not apply to any use or disclosure, which is authorised by the disclosing party in writing or which is required by Applicable Laws, court order, government, or Regulatory Authority, or to any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the other party or its Affiliates.

17. Termination

17.1 Either party may terminate this Agreement for convenience on 90 days' prior written notice to the other party.

17.2 Where the Customer terminates the Agreement pursuant to clause 17.1 or the Supplier terminates the Agreement under clauses 17.3 or 17.4, the Supplier may, in the Supplier's reasonable discretion, charge the Customer the Cancellation Charge. The Customer agrees that this sum represents a genuine pre-estimate of the Supplier's loss in the event of the Customer's termination.

17.3 The Supplier shall have the right to terminate the Agreement and / or any Purchase Order with immediate effect upon notice to the Customer if, in the Supplier's reasonable opinion, it is unsafe to provide Service on the Site(s).

17.4 Either party may at any time, without prejudice to its other rights and remedies under this Agreement, terminate this Agreement (in whole or in part) with immediate effect if the other party:

17.4.1 is in material breach of any of its obligations under this Agreement, which if capable of remedy, are not remedied within 30 days of receipt of written notice from the other party to do so;

17.4.2 is in breach of its payment obligations under this Agreement, which is not remedied within 30 days of receipt of written notice from the other party to do so;

17.4.3 becomes or threatens to become insolvent;

17.4.4 suspends, or threatens to suspend, payment of debts or is unable to pay debts as they fall due; or

17.4.5 makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an

application to a court of competent jurisdiction for protection from the its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to it.

17.5 Termination or expiry of this Agreement in whole or in part shall not prejudice the parties' rights and remedies which have accrued prior to the date of termination or expiry.

18. Effect of termination

18.1 The Customer shall immediately pay any Charges accrued or otherwise due and payable to the Supplier until the effective date of termination.

18.2 Subject to clause 5.1, upon any termination of this Agreement, the Customer shall immediately cease use of the Services and the Equipment and return (or make arrangements for the return) the Equipment.

19. Dispute Resolution

19.1 Any Dispute between the parties shall be referred by either party to each party's [account managers], who shall attempt in good faith to resolve it within five (5) Business Days.

19.2 If the Dispute is not resolved under clause 19.1, it shall then be referred to the head of function for each party's representatives, who shall attempt in good faith to resolve it within five (5) Business Days.

19.3 Nothing in this clause 19 shall restrict either Party from seeking any equitable remedy in the courts in accordance with clause 20.15.

20. General

20.1 The parties do not consider the Transfer Undertakings applicable to this Agreement, and do not intend these to apply.

20.2 **Insurance:** The Customer must for the duration of this Agreement and any Purchase Order, and for seven years after the termination or expiry of this Agreement and/or any Purchase Order (whichever occurs the latest), maintain appropriate insurance cover with a reputable insurance company against all relevant liabilities and indemnities that may arise under this Agreement and any Purchase Order, and shall provide to the Supplier upon reasonable request sufficient evidence of such insurance cover.

20.3 **Assignment:** The Customer shall not assign, transfer, charge or otherwise deal with any of its rights under this Agreement or any Purchase Order without the prior written consent of the Supplier. The Supplier may assign, transfer, charge or otherwise deal with any of its rights under this Agreement and any Purchase Order and novate any of its obligations under this Agreement and any Purchase Order to Supplier's Affiliates or any purchaser of the business or assets (or part thereof) of the Supplier and/or Supplier's Affiliates. The Customer shall, upon written request enter into any reasonable form of novation agreement or other documentation as the Supplier may require.

20.4 **Sub-contracting:** The Customer shall not sub-contract any of its obligations under this Agreement or any Purchase Order without the Supplier's prior written consent, such consent to be granted or withheld in the Supplier's entire discretion. The Supplier shall be entitled to sub-contract any of its obligations under this Agreement or any Purchase Order. For any subcontracting permitted under this clause 20.4, the Supplier shall be responsible and liable for the sub-contractors' acts, errors or omissions as if they were its own acts, errors or omissions. Any appointment by the Supplier of any sub-contractor shall not limit or reduce the Supplier's obligations or liability under this Agreement and any Purchase Order.

20.5 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.6 **Notices:** All notices under this Agreement shall be in writing, in English, and shall be delivered personally or by pre-

paid registered or recorded delivery post (and air mail if overseas) to the recipient party at its address set out at the beginning of this Agreement or such other address as notified to the other party. Notices shall be deemed to have been given on delivery, if delivered personally, or if sent by post, 48 hours after posting to the other's party address.

20.7 **Third Parties:** No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

20.8 **No Warranties:** All conditions, warranties or other terms implied by statute or common law in respect of the supply of the Services or the Supplier under this Agreement are excluded to the fullest extent permitted by law. The Supplier specifically disclaims all implied warranties (including warranties of merchantability or fitness for a particular purpose) and does not warrant that the Service will be error-free or uninterrupted, nor that the Services will ensure compliance with the Customer's obligations under any Applicable Law.

20.9 **No Relationship:** The Supplier is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or any employment relationship between the parties nor shall anything in this Agreement be deemed to constitute one party the agent of the other for any purpose. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

20.10 **Force Majeure:** If a Force Majeure Event occurs which prevents either the Supplier or the Customer from performing any of its obligations under this Agreement and/or Purchase Order, the affected party is not liable to the other and will be released from its affected obligations for the period of the Force Majeure Event (provided it continues to take reasonable steps to mitigate the effects of the Force Majeure Event). If Force Majeure Event continues for a continuous period of 30 (thirty) days or more, either party may terminate this Agreement with immediate effect by giving notice to the other party.

20.11 **Invalidity:** If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

20.12 **Variation:** Unless otherwise stated in this Agreement and any Purchase Order, no amendment, variation or waiver of this Agreement or any Purchase Order shall be valid unless in writing and duly executed by or on behalf of all the parties.

20.13 **Waiver:** No failure or delay by a party in exercising any right or remedy provided by law or under this Agreement or any Purchase Order shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy shall preclude any further exercise of the right or remedy or the exercise of any other right or remedy. The rights of the parties under this Agreement and any Purchase Order are cumulative, may be exercised as often as the relevant party considers appropriate.

20.14 **Counterparts:** This Agreement and any Purchase Order may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart, when executed and delivered, shall constitute an original and all the counterparts together shall constitute one and the same instrument.

20.15 **Governing Law and Jurisdiction:** This Agreement, including any Purchase Order shall be governed by, and construed in accordance with, the laws of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or Claim (including non-contractual Disputes or Claims) arising out of or in connection with this Agreement or its subject matter or formation.