

APMS AVIATION LTD – STANDARD TERMS OF BUSINESS

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Access Date: the date set out in the Supplier's quotation, or otherwise agreed in writing by the Supplier, from which the Customer is to provide access to the Facilities.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5 and the Supplier's quotation.

Commencement Date: has the meaning set out in clause 2.7.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.8.

Contract: the contract between the Supplier and the Customer for the supply of Services incorporating these Conditions.

Customer: the person or firm who purchases Services from the Supplier subject to these Conditions.

Deliverables: the deliverables set out in the quotation or otherwise agreed in writing by the Supplier, to be produced by the Supplier for the Customer in relation to the Services.

Intellectual Property Rights: all and any patent, copyright, database right, design right (registered and/or unregistered), know how or other industrial or intellectual property rights subsisting anywhere in the world whether in existence at the date of the Contract or arising after the date of the Contract and all rights of action for infringement of the same, all rights to apply for the same and any applications for any of the foregoing and all rights of priority derived from any of the foregoing or from which any of the foregoing are derived.

Liability: liability for any actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities.

Order: the Customer's order or acceptance of the Supplier's quotation.

Services: the services, including provision of the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.



Specification: the description or specification of the Services provided in writing by the Supplier to the Customer in the Supplier's quotation or otherwise agreed by the Supplier in writing.

Supplier: APMS Aviation Limited, a company registered in England and Wales with company number 07411839 whose registered office is at Teme House, Whittington Road, Whittington, Worcester, Worcestershire WR5 2RY.

Supplier Materials: has the meaning set out in clause 4.1(f).

1.2 In these Conditions, the following rules of construction apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) headings are for convenience only and shall not affect interpretation of these Conditions; and
- (f) a reference to **writing** or **written** includes faxes and emails; and
- (g) the phrase “and/or” means either of the alternatives and both of the alternatives as the case may be.

2. BASIS OF CONTRACT

2.1 These Conditions apply to all contracts for the supply of Services entered into by the Supplier. By placing an Order the Customer agrees to deal with the Supplier on these Conditions, subject to any terms specified in the Supplier's quotation and to the exclusion of all other terms, conditions, warranties or representations (including any terms or conditions which the Customer purports to apply under any Order specification or any other document) or which are implied by trade, custom, practice or course of dealing.



- 2.2 If there is any conflict or inconsistency between these Conditions and the terms specified in the Supplier's quotation the terms in the Supplier's quotation shall prevail to the extent of the conflict or inconsistency only.
- 2.3 No terms or conditions endorsed on, delivered with or contained in the Customer's Order, specification or other document shall form part of the Contract save where these Conditions (and (where applicable) the terms which are to be overridden) are specifically referred to in that document and the document is signed by both the Customer and the Supplier.
- 2.4 The Supplier's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed. The Customer irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentation whether or not contained in the Contract unless such misrepresentation was made fraudulently.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any Liability on the part of the Supplier.
- 2.6 Each Order shall be deemed to be an offer by the Customer to buy Services subject to these Conditions and any terms specified in the Supplier's quotation and shall be binding on the Customer, but shall not bind the Supplier until the Supplier has accepted that Order.
- 2.7 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.8 The Customer shall not be entitled to cancel in whole or in part any Order which the Supplier has accepted in either case whether orally or in writing, except where such cancellation has been accepted by the Supplier subject to reasonable cancellation charges.
- 2.9 Any quotation is given on the basis that no Contract shall come into existence until the Supplier issues written acceptance of the Order. The Supplier can alter or



withdraw any quotation at any time prior to the Contract coming into existence. Any quotation is valid for a period of 30 Business Days only from its date of issue, provided that the Supplier has not previously withdrawn it.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Supplier's quotation or otherwise agreed by the Supplier in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any necessary variations to the Supplier's charges arising from the change;
 - (c) the likely effect of the change on the performance dates; and
 - (d) any other impact of the change on the terms of the Contract.
- 3.4 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services, the relevant performance dates and any other relevant terms of the Contract to take account of the change and the Contract has been varied in accordance with clause 11.8 of these Conditions.
- 3.5 Notwithstanding clause 3.4, the Supplier shall have the right from time to time to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event. If the Supplier requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.
- 3.6 The Supplier may charge for the time it spends assessing a request for a change from the Customer on a time and materials basis.



- 3.7 The Supplier warrants to the Customer that:
- (a) the Services will be provided using reasonable care, skill and diligence and in a good and professional manner; and
 - (b) the employees who carry out the Services shall be duly authorised in accordance with applicable governmental regulations, appropriately experienced, trained and qualified to provide the Services.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides for inclusion in the Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors (**Supplier Staff**) with access to the relevant aircraft and the Customer's premises, office accommodation and other facilities (**Facilities**) at all times from and including the Access Date until completion of the Services as reasonably required by the Supplier to perform the Services;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all respects and is not misleading;
 - (e) obtain all necessary licences, permissions and consents which may be required in relation to the Services before the date on which the Services are to start and maintain such throughout the term of the Contract;
 - (f) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
 - (g) provide the Supplier with the name, telephone, mobile telephone and email contact details for a representative of the Customer that the Supplier can liaise with at the location where the Services will be performed;
 - (h) ensure that all necessary security clearances and passes are arranged prior to the arrival on site of the Supplier Staff;



- (i) brief the Supplier Staff on any health and safety issues upon arrival on site; the Supplier staff will not perform their duties in unsuitable conditions- this will include work places filled with fumes, dust, interruption from other workers performing their duties on the engines or if working outside of the hangar in inclement/unsuitable weather.
- (j) be responsible (at its own cost) for preparing and maintaining the site for the supply of the Services;
- (k) provide appropriate steps and/or working platforms and appropriate lighting and electrical power supplies and other facilities to enable the Services to be carried out;
- (l) provide the Supplier Staff with access to the appropriate aircraft and/or engine maintenance manuals and associated technical data when performing the Services;
- (m) with respect to the aircraft engines which are the subject of the Services, the Customer shall prepare the engines prior to the arrival of the Suppliers staff by:
 - (i) opening and securing cowls;
 - (ii) removing access covers and borescope blanks/plugs as required for the Services to be performed;
- (n) upon completion of the Services, be responsible for and ensure that all necessary actions are taken to close up the engine and to perform all additional tasks (including, but not limited to, ground runs and leak checks) required to confirm the overall serviceability of the engine and the airworthiness of the aircraft. The Customer acknowledges and agrees that such action is outside the control of the Supplier. In the event of any non-compliance of the Customer with this obligation, the Supplier shall not be held liable for any Liability resulting from such non-compliance by the Customer; and
- (o) as required by EASA Part 145A.65 plan and take appropriate action to minimise any potential effect on airworthiness of any aircraft in the event of any safety critical task including (without limitation) the performance of borescope inspections on more than one engine of a multi-engine aircraft at the same time. The Customer acknowledges and agrees that such action is outside the control of the Supplier. In the event of any non-compliance of the Customer with this obligation, the Supplier shall not be held liable for any Liability resulting from such non-compliance by the Customer.



- 4.2 The Customer warrants and represents to the Supplier that it has the requisite power to enter into the Contract and has obtained all necessary corporate approvals to do so.
- 4.3 Without prejudice to any other right or remedy of the Supplier, if the Supplier'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**):
- (a) the Supplier shall without limiting its other rights or remedies 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any Liability sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.3; and
 - (c) the Customer shall reimburse the Supplier on written demand for any Liability sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 4.4 If for any reason the Customer fails to provide the Supplier Staff with access to Facilities as required under clause 4.1 the Supplier by way of liquidated damages, may charge the Customer the daily sum specified in the Supplier's quotation for any day that access to the Facilities is prevented or delayed. The Supplier and the Customer both acknowledge and confirm that any such liquidated damages are a genuine pre-estimate of the damage and loss likely to be suffered by the Supplier as a result of a prevention or delay by the Customer in providing access to the Facilities. Such liquidated damages shall be payable by the Customer immediately on receipt of the Supplier's invoice for the liquidated damages.
- 4.5 The liquidated damages payable under clause 4.4 above are payable in respect of damage and loss limited to failures to provide the Supplier Staff with access to Facilities in accordance with clause 4.1. If the Supplier suffers any other type of damage and/or loss then such other damage and/or loss shall not be covered by the liquidated damages and the Supplier shall be entitled to any other remedy it would normally have in relation to such other damage and/or loss including the right to claim damages.



4.6 The payment of liquidated damages by the Customer under clause 4.4 above shall be without prejudice to any other right or remedy of the Supplier including but not limited to the right of the Supplier to recover damages from the Customer if the Supplier's damage and/or loss exceeds the amount of the liquidated damages.

5. CHARGES AND PAYMENT

5.1 The charges for the Services shall be set out in the quotation provided by the Supplier to the Customer and subsequently accepted by the Customer pursuant to the Order.

5.2 Unless otherwise stated in the Supplier's quotation the Supplier shall be entitled to invoice the Customer for the Services at any time before on or after commencement of the Services.

5.3 The Customer shall pay each invoice submitted by the Supplier:

- (a) in accordance with the payment terms set out in the Supplier's quotation; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier.

5.4 Time for payment shall be of the essence of the Contract.

5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 No payment shall be deemed to have been received until the Supplier has received cleared funds.

5.7 All payments payable to the Supplier under the Contract shall become due immediately on its suspension or termination despite any other provision.

5.8 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for



payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of 6% per cent per annum above the then current base rate of Barclays Bank plc accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

- 5.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 5.10 All payments shall be applied to invoices and to Services listed in such invoices in the order determined in its discretion by the Supplier.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in the Supplier Materials, the Deliverables and/or arising out of or in connection with the Services shall be owned by the Supplier or its licensor. The Customer shall acquire no rights in such Intellectual Property Rights other than the licence in clause 6.2 below.
- 6.2 Subject to clause 6.3 and payment in full by the Customer of all sums due under the Contract, the Supplier grants the Customer a non-exclusive, royalty free license to use any Intellectual Property Rights in the Deliverables for the purposes only of making reasonable use of the Services.
- 6.3 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 6.4 All Supplier Materials are the exclusive property of the Supplier.

7. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a



confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Contract.

Please also refer to the Suppliers Privacy Policy (GDPR) link on its webs site

8. LIABILITY:

- 8.1 The Supplier shall have no Liability to the Customer for any Liability arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non - arrival, or any other fault of the Customer.
- 8.2 The Company shall have no Liability to the Customer for any: -
- (a) consequential and/or indirect losses;
 - (b) loss of profits and/or damage to goodwill;
 - (c) loss of or corruption of data;
 - (d) special damages; and/or
 - (e) business interruption, loss of business, contracts, opportunity and/or production.
- 8.3 The Supplier's total aggregate liability to the Customer in relation to the Contract shall not exceed 150% of the charges for the Services under the Contract. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.
- 8.4 Each of the limitations and/or exclusions in these Conditions shall be deemed to be repeated and apply as a separate provision for each of:
- (a) Liability for breach of contract (including fundamental breach);



- (b) Liability in tort (including negligence);
- (c) Liability for breach of statutory duty; and
- (d) Liability for breach of Common Law.

except clause 8.3 above which shall apply once only in respect of all the said types of liability.

- 8.5 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.
- 8.6 In the event of any valid claim under clause 3.7 above being made by the Customer, the Supplier shall be entitled to re-perform the Services free of charge or, at the Supplier's sole discretion, refund to the Customer the charges for the Services (or a proportionate part of the charges as appropriate) but the Supplier shall have no further liability to the Customer. The re-performance or the refund of defective Services under this clause 8.6 shall be the Customer's sole and exclusive remedy in respect of any claims under clause 3.7 and are in lieu of any other rights or remedies the Customer may have in respect of the non-compliance of the Services.
- 8.7 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any Liability in remedying the matter itself. If the Customer does not do so, the Supplier shall have no Liability to the Customer in relation to such matter.
- 8.8 The Customer shall produce to the Supplier written evidence of any claims for which it is alleged that the Supplier has Liability together with written details of how that Liability was caused by the Supplier and the steps the Customer has taken to mitigate the Liability before the Supplier shall have any Liability for the claim by the Customer.
- 8.9 Nothing in these Conditions shall exclude or limit the Supplier's Liability for death or personal injury due to its negligence or any Liability which is due to its fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- 8.10 The limitations in these Conditions are necessary in order to allow the Supplier to provide the Services at its current charges. If the Customer requires greater



protection then the Supplier will agree to modify the limitations and extend its guarantees in return for the payment of a higher price for the Services.

- 8.11 Without prejudice to any other right or remedy the Supplier may have, the Customer agrees to indemnify and keep indemnified the Supplier against any and all Liability and increased administration and professional and legal costs on a full indemnity basis suffered or incurred by the Supplier (without set-off, counterclaim and/or reduction) and arising out of or in connection with:
- (a) any breach of contract by the Customer, its employees, agents or subcontractors;
 - (b) any tortious act and/or omission by the Customer, its employees, agents or subcontractors;
 - (c) any breach of statutory duty by the Customer, its employees, agents or subcontractors;
 - (d) any claim made against the Supplier by a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, tortious act and/or omission, breach of statutory duty or any failure or delay in performance of the Contract by the Customer its employees, agents or subcontractors; and/or
 - (e) any claim made against the Supplier by a third party for death, personal injury or damage to property arising out of or in connection with the provision of the Services, to the extent that such liability is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors.
- 8.12 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.13 For the purposes of this clause 8, the term “Supplier” is deemed to include the Supplier, its subcontractors and the directors, officers, employees, agents, servants and representatives of each.
- 8.14 This clause 8 shall survive termination of the Contract.



9. TERMINATION

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

- (a) if the Customer commits a breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing of the breach;
- (b) if the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) if the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) if the Customer (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);
- (h) a floating charge holder over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the other party;



- (j) any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(i) (inclusive);
- (k) if the Customer party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; and/or
- (l) if the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

9.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(l), or the Supplier 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 this Contract on the due date for payment.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, 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; and



- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. GENERAL

11.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, 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 subcontractors.
- (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 2 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

11.2 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other



party's main fax number or sent by email to the party's email address given for communications.

- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission or if sent by email at the time it is received in the in-box of the recipient of the email.
- (c) This clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action.

11.4 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

11.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.



- 11.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 11.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.
- 11.9 Entire agreement: The Contract contains the whole agreement between the parties and supersedes any prior written or oral agreement between them and is not affected by any other promise, representation, warranty, usage, custom or course of dealing. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in the Contract shall exclude liability for any fraudulent statement or act made prior to the date of the Contract.
- 11.10 Governing law and jurisdiction: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales, provided that nothing in this condition shall prevent the Customer from taking any action in any applicable foreign court where the Supplier is resident outside England and Wales.
- 11.11 The Supplier is unable to perform the contract if the Client is incorporated in or requesting the work be performed in a country subject to Trade Sanctions imposed by the United Kingdom or United States of America.