

**DDC Dolphin Limited**  
**Standard Terms for the Supply of Products and Services**

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**1. INTERPRETATION**

1.1 Definitions to apply in this agreement:

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| <b>Contract:</b>                     | the contract constituted by the Order Form and this agreement, entered into between the Supplier and the Customer for the supply of the Products and/or the Services.   |
| <b>Core Hours:</b>                   | between 9am and 5pm Monday to Friday but excluding public or bank holidays.   |
| <b>Currency:</b>                     | UK Pounds Sterling or such other currency as set out in the Order Form.   |
| <b>Customer:</b>                     | the person, firm or company (details of which are set out in the Order Form) who directly purchases Products and/or Services from the Supplier, whether for its own benefit, the benefit of a third party End User or otherwise.  |
| <b>Default Event:</b>                | means any of the events described in clauses 15.2.1 - 15.2.7.   |
| <b>Delivery / Delivered:</b>         | means actual delivery of the Products to the Customer or the Customer's agent or carrier.   |
| <b>Delivery Point:</b>               | the place, delivery agent or carrier specified in the Order Form.   |
| <b>End User:</b>                     | the person, firm or company as more fully described in the Order Form or nominated by the Customer and who is the end user of the Products and/or the Services.   |
| <b>Intellectual Property Rights:</b> | all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. |
| <b>Order Form:</b>                   | the confirmed order for Products and/or Services issued by the Supplier, which sets out full details of the Products and/or the Services to be supplied pursuant to a Contract and the Delivery costs.  |
| <b>Party/ies:</b>                    | the Customer and the Supplier   |
| <b>Price:</b>                        | the price to be charged by the Supplier and to be paid by the Customer for the sale of the Products and the provision of the Services as set out in the Order Form.   |
| <b>Products:</b>                     | the goods to be supplied by the Supplier to the Customer for installation and use at the Customer and / or End User's premises (as relevant) as more fully set out in the Order Form.   |
| <b>Services:</b>                     | the installation and commissioning services to be provided by the Supplier as more fully set out in the Order Form.   |
| <b>Service Delivery Point:</b>       | the place specified in the Order Form where the Services are to be provided.  |
| <b>Supplier:</b>                     | DDC Dolphin Limited a private limited company registered according to the laws of England and Wales with company registration number 2643023 and registered office at 1 <sup>st</sup> Floor, 37 Commercial Road, Poole BH14 0HU.  |
| <b>VAT:</b>                          | value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.  |

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Clause headings do not affect the interpretation of this agreement.
- 1.4 A reference to "writing" or "written" includes faxes and email.

**2. CONTRACTING PROCESS**

- 2.1 A Contract shall be subject only to the provisions of this agreement as read with the Order Form to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document, whether communicated to the Supplier before or after the date on which the Customer executes the Order Form).
- 2.2 By signing the Order Form, the Customer shall be taken to have offered to purchase the Products and / or the Services on the terms of this agreement and the Order Form.
- 2.3 If the content of this agreement conflicts with that of the Order Form, then the conflicting provision of the Order Form shall prevail.
- 2.4 The Supplier shall communicate acceptance of the Customer's offer referred to in clause 2.2 above by signing and delivering a copy of the Order Form to the Customer. Until the Supplier has communicated such acceptance to the Customer no Contract shall be taken to have come into being.
- 2.5 If a Customer accepts Delivery of the Products and/or the provision of the Services or uses the Products, then the Customer shall be bound by the provisions of this agreement and the Order Form.
- 2.6 Where the Supplier has communicated acceptance of the Customer's offer in accordance with clause 2.4 above then, the Customer shall remain bound by the Contract notwithstanding the fact that it may be required, due to the Customer's internal administrative protocols, to issue a purchase order for the purchase of the Products and/or the Services.
- 2.7 Any variation to this agreement and any representations made in respect of the Products and/or Services shall have no effect unless expressly agreed and writing and signed by an authorised representative of each Party.
- 2.8 The Supplier's obligations under the Contract shall be as set out in this agreement and the Order Form only. The Customer agrees that it has not relied on and that the Supplier shall not be liable for any statement, promise, warranty or representation not set out in the Contract (including but not limited to those made or given by or on behalf of the Supplier, such as specifications, particulars of weight, dimensions, sales proposals, quotations, statements, representations, descriptions or illustrations contained in quotations, sales and marketing material, catalogues and publicity material, all of which are only intended to convey only a general idea of the Products and Services mentioned). Nothing in this clause shall exclude or limit the Supplier's liability for fraudulent misrepresentation.
- 2.9 The Supplier may at its sole and absolute discretion be entitled to amend any quotation until a Contract has been concluded with that quotation confirmed on the Order Form.
- 2.10 Any typographical, clerical or other error or omission in any Contract shall be subject to correction at the sole discretion of the Supplier without any liability on the part of the Supplier.
- 2.11 No Contract may be cancelled by the Customer without the prior written consent of the Supplier. The Supplier reserves the right to charge the Customer for all losses and expenses incurred as a consequence of any cancelled Contract.

**3. DELIVERY OF PRODUCTS**

- 3.1 The quantity, description, price and component parts of the Products and the cost of the Delivery thereof (in the case where there is to be a charge for Delivery) shall be as set out in the Order Form.
- 3.2 Delivery shall take place during Core Hours at the Delivery Point.
- 3.3 Any dates specified by the Supplier for Delivery are an estimate only and any attempt to make the time of Delivery the essence of the Contract by notice to that effect shall be invalid.
- 3.4 The Supplier shall not be liable to the Customer for any loss suffered by the Customer (whether direct, indirect or consequential) arising from a delay in Delivery.

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- 3.5 Where the Products are to be delivered or the Services are to be supplied in instalments then any delay in Delivery of or the performance of any one instalment shall not entitle the Customer to cancel or to repudiate the Contract as a whole.
- 3.6 If the Customer does not accept Delivery of goods then the Customer shall pay the Supplier any additional costs that the Supplier may incur, including but not limited to all storage costs.
- 3.7 Products should be inspected as soon as they are Delivered. The Customer shall indicate any damage to the Products or packaging on the carrier's delivery note at the time of Delivery and the contents and packaging of the Products must be retained for inspection as proof of damage, failing which the Supplier shall have no liability to the Customer for such damage.
- 3.8 The Supplier shall not be responsible for any Product shortages or defects discovered after Delivery unless the Customer informs the Supplier in writing within 3 business days following Delivery.
- 3.9 Any return of Products must be preceded by a written request and shall be subject to the Supplier's administration charge of £30, all collection charges and a handling charge of 20% of the Price for the Product if returned within 4 weeks of Delivery, 35% if returned within 1-3 months of Delivery and 50% if returned within 3-6 months of Delivery with a £25 minimum charge. Returned Products will not be accepted by the Supplier unless evidence is produced that the Customer's written request to return the Products has been accepted.
- 3.10 The Supplier may charge the Customer for any damage to the Products, which is suffered in the process of the Products being returned.
- 4. RISK & RETENTION OF TITLE**
- 4.1 Risk in the Products shall pass to the Customer at the point of Delivery.
- 4.2 Title to the Products shall not pass to the Customer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of the Products, the Services or under or arising from any other contract or liability owed by the Customer to the Supplier whether under a Contract or otherwise.
- 4.3 Where title to the Products has not yet passed to the Customer then the Customer's right to possession of the Products shall terminate immediately upon the occurrence of a Default Event and the Customer shall immediately return the Products or cause the Products to be returned to the Supplier.
- 4.4 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 4.5 The Supplier shall be entitled to recover payment for the Products notwithstanding that title in the Products has not passed to the Customer.
- 4.6 Until title in the Products has passed to the Customer, the Customer shall:
- 4.6.1 hold the Products on a fiduciary basis as the Supplier's bailee;
- 4.6.2 store the Products separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;
- 4.6.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
- 4.6.4 maintain the Products in a satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks. On request the Customer shall produce the policy of insurance to the Supplier.
- 4.7 If, notwithstanding the provisions of clause 4.2, the Customer purports to sell the Products to a third party or End User before the title to the Products passes to the Customer then the Supplier shall be beneficially entitled to all of the proceeds of that sale received by the Customer from the third party or End User.
- 4.8 On termination of this agreement or a Contract, howsoever caused, the Supplier's rights contained in this clause 4 shall remain in effect.
- 5. THE SERVICES**
- 5.1 The Services shall be provided to either the Customer or the End User, as the case may be and as confirmed in the Order Form.
- 5.2 Any dates for the provision of the Services shall be estimates only and the time for the provision of the Services shall not be of the essence.
- 5.3 The Customer shall provide or otherwise procure that:
- 5.3.1 the Supplier on reasonable notice is granted access to the premises, equipment, infrastructure and staff of the Customer and / or End User as may be reasonably required for the purposes of performing the Services;
- 5.3.2 the Supplier is informed of all health and safety rules and regulations and any other reasonable security requirements applicable to the Supplier in the performance of the Services; and
- 5.3.3 it complies with the reasonable instructions of the Supplier as may be relevant to the Services.
- 5.4 The Supplier reserves the right to engage any approved sub-contractor to fulfil the Services on the Supplier's behalf. The Supplier shall have the sole discretion to approve a sub-contractor.
- 5.5 Unless otherwise agreed in writing the Services shall be performed at the Service Delivery Point.
- 5.6 The Supplier shall be entitled to charge the Customer for any abortive installation of the Products where the Customer is the cause of the delay in the fulfilment of the Services.
- 5.7 Upon fulfilment of the Services, and provided that the Product operates materially in accordance with the specifications contained in the Order Form, the Supplier shall notify the Customer or the End User (if applicable) of that fact. The Customer shall be deemed to have accepted that the Products are operating materially in accordance with the Order Form if the Customer fails to notify the Supplier of any problem in the operation of the Product within 3 days of the date on which the Customer is notified of the completion of the implementation and commissioning Services.
- 6 CHANGE CONTROL**
- 6.1 If the Customer wishes to change the scope or execution of the Services, it shall submit details of the requested change to the Supplier who shall, within a reasonable time, provide a written estimate to the Customer of:
- 6.1.1 the likely time required to implement the change;
- 6.1.2 any necessary variations to the Supplier's charges arising from the change; and
- 6.1.3 any other impact of the change on the Contract.
- 6.2 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 Service, and any other relevant terms of the Contract to take account of the change and this agreement has been varied in accordance with clause 2.7.
- 6.3 Notwithstanding clause 6.2, the Supplier may on notice to the Customer cancel the Contract or change the Services or increase its charges for the Services in order to comply with any applicable safety or statutory requirements, or where the provision of the Services are not feasible due to a technical or commercial reason, but provided that such changes do not materially affect the nature and scope of the Services.
- 7. PRICE & PAYMENT**
- 7.1 All sums payable under this agreement are exclusive of any VAT (if applicable) chargeable on the supplies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes.
- 7.2 All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase of the Products and/or Services and the Delivery thereof under this agreement shall be the responsibility of, and for the account of, the Customer.
- 7.3 The Price shall be paid without deduction, set off, counterclaim, discount, abatement or withholding whatsoever in the Currency in full upon (i) notification being received from the Supplier that the Product is ready for despatch and (ii) the Supplier's invoice being received by the Customer.
- 7.4 Time for payment of the Price shall be the essence of this agreement.
- 7.5 If the Customer requests any variation to the Services then the Supplier reserves the right to increase the Price.
- 7.6 The Supplier reserves the right at its sole discretion to terminate the Contract or withhold Delivery or to suspend or terminate the provision of the Services if the Customer fails to pay the Price or

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- any part thereof on the due date for payment and upon such suspension or termination, the full unpaid balance of the Price shall immediately fall due for payment.
- 7.7 Interest on late payments shall be charged by the Supplier at the rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement.
- 7.8 All invoices sent under the Contract shall be addressed to the Customer's address as set out in the Order Form and may be sent in .pdf format by electronic mail.
- 7.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 8. WARRANTY**
- 8.1 Subject to clauses 8.2 and 9 below, the Supplier warrants that the Products will perform substantially in accordance with the specification and functionality as set out in the Order Form and that all Services will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 8.2 Subject to clause 8.3 below, if within the period of 12 months of Delivery the Products prove to be materially defective under proper use by the Customer and where such defect arises solely as a consequence of faulty materials or workmanship on the part of the Supplier and are not due to normal wear and tear then the Supplier will make good the defect by repair or, at its option, by the supply of replacement Products or parts thereof. This covenant is subject to the condition that the defective parts are promptly returned by the Customer to the Supplier in accordance with clause 3.9.
- 8.3 In the case of any Product parts or components not manufactured by the Supplier, the Supplier agrees to pass on to the Customer any warranty or guarantee (if any) which the Supplier may have received from its supplier of such parts or components, but not so as to impose on the Supplier any liability greater than that imposed on the Supplier by clause 8.2.
- 8.4 All warranties, conditions and other terms implied by statute or common law in respect of the sale of Products (save for the conditions implied by section 12 of the Sale of Goods Act 1979) and the provision of the Services are, to the fullest extent permitted by law, excluded from the Contract.
- 9. LIMITATION OF LIABILITY**  
**THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THE PROVISIONS OF THIS CLAUSE 9.**
- 9.1 This Clause 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 9.1.1 any breach by the Supplier of the Contract;
- 9.1.2 any use made by the Customer or its End User of the Products and/or Services and/or any part of them; and
- 9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with a Contract.
- 9.2 Nothing in this agreement shall be construed as limiting or excluding the liability of the Supplier:
- 9.2.1 for death or personal injury resulting from negligence; or
- 9.2.2 for any damage or liability incurred by the Customer as a result of fraud (including a fraudulent misrepresentation by the Supplier); or
- 9.2.3 for any liability incurred by the Customer as a result of any breach by the Supplier of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Products and Services Act 1982.
- 9.3 Subject to clause 9.2, the Supplier shall not be liable to the Customer or to any End User whatsoever for any loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses which may be suffered by the Customer or the End user in consequence of this agreement or any Contract.
- 9.4 The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated

performance of the Contract shall be for direct costs and damages only (whether in the form of the additional cost of remedial services or otherwise) and shall be limited to a sum equivalent to the price paid to the Supplier by the Customer for the Products or Services that are the subject of the claim.

**10. CUSTOMER'S FAIR DEALING WARRANTY**

- 10.1 The Customer warrants that:
- 10.1.1 it shall not use the Products and/or the Services for any improper or unlawful purpose;
- 10.1.2 it shall comply in all material respects with all applicable laws, bye-laws, regulations and codes of conduct (whether statutory or otherwise) of the United Kingdom and any other jurisdiction where the Products are to be used; and
- 10.1.3 it has acquired and holds all necessary licences, permissions and consents required for the installation, carrying on of and use of the Products.
- 10.2 The Customer shall procure that the End User likewise complies with the provisions of this clause 10.

**11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 The Customer acknowledges and agrees that all Intellectual Property Rights in the Products (to include all component Products, the Services) are vested in and are the property of the Supplier or its licensor and shall remain the property of the Supplier or its licensor (as appropriate).
- 11.2 The Customer shall promptly give notice in writing to the Supplier if it becomes aware of:
- 11.2.1 any infringement or suspected infringement by a third party of the Intellectual Property Rights relating to the Products; and/or
- 11.2.2 any claim that any Product or part of the Solution infringes the rights of any third party.

**12. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**

- 12.1 Each Party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and which have been disclosed by one Party (the "**Disclosing Party**") to the other (the "**Receiving Party**"), its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, the Products and the Services which the Receiving Party may obtain as a result of such disclosure. Each Party shall restrict disclosure of such confidential material to the End User and to such of the Receiving Party's employees, agents or sub-contractors as may need to know the same for the purpose of discharging the the Receiving Party's obligations to the Disclosing Party under this agreement, and shall ensure that its employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the parties to this agreement.
- 12.2 All materials, equipment, drawings, specifications and data supplied by the Disclosing Party under or in accordance with this agreement shall, at all times, be and remain as between the Disclosing Party and the Receiving Party the exclusive property of the Disclosing Party and shall be held by the Receiving Party in safe custody at its own risk and maintained and kept in good condition until returned to the Disclosing Party, and shall not be disposed of or used other than in accordance with the Disclosing Party's written instructions or authorisation.
- 12.3 The rights and obligations under this clause 12 shall survive termination of the Contract, however arising.

**13. DEFAULT BY CUSTOMER**

The Customer shall pay to the Supplier, on demand, all reasonable costs, charges or loss sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

**14. DATA PROTECTION**

- 14.1 Each Party shall comply with its respective obligations under the provisions of the Data Protection Act 1988 (the "**Act**").

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14.2 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency and that the Customer shall remain responsible as the 'data controller' as defined in the Act in relation to any personal data it uses in connection with the Solution or the Services.

14.3 The Customer shall inform all End User's that their and their customer's personal data may be made available to the Supplier as appropriate in order to enable the Supplier to comply with its obligations under this agreement. The Customer warrants that it has where required by the Act obtained the prior informed consent of the End User and the End User's customer for the Supplier to hold that Party's personal data for the purposes of performing its obligations under this agreement.

**15. TERMINATION**

15.1 If a Contract is terminated all Services listed in the Order Form shall also terminate.

15.2 Without prejudice to any other rights or remedies it may have, the Supplier may terminate or suspend a Contract without liability to the Customer immediately on giving written notice to the Customer if:

15.2.1 the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing of the breach; or

15.2.2 the Customer fails to pay any sum due under this agreement or a under a Contract on the due date for payment; or

15.2.3 an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer; or

15.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or the directors of the Customer or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

15.2.5 a receiver is appointed of any of the Customer's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or

15.2.6 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

15.2.7 the Customer ceases, or threatens to cease, to trade; or

15.2.8 the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or

15.2.9 there is a change of control (as defined in section 574 of the Capital Allowances Act 2001) of the Customer.

15.3 The Customer may terminate a Contract without liability to the Supplier immediately on giving written notice to the Supplier if the Supplier commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 90 days of the Supplier being notified in writing of the breach

15.4 On termination of the Contract for any reason:

15.4.1 the Customer (as relevant) shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Products and Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

15.4.2 the Customer (as relevant) shall, within a reasonable time, return all Products and equipment owned by the Supplier. If the Customer (as relevant) fails to do so, then the Supplier may enter the Customer's premises and take possession of such Products and equipment. Until such Products and equipment has been

returned or repossessed, the Customer (as relevant) shall be solely responsible for its safe keeping; and

15.4.3 the accrued rights of the Supplier shall, notwithstanding any specific provision of this agreement, survive the termination of the Contract.

**16. FORCE MAJEURE**

Neither Party shall have any liability to the other under a Contract if it is prevented from or delayed in performing its obligations under a Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the relevant Party 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 sub-contractors.

**17. COMMUNICATIONS**

Any notice or communications about a Contract must be in writing and must be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by email (provided that the sender confirms the email by sending an original confirmation copy by certified or registered mail or expedited delivery service within 3 business days after transmission) to the recipient Party at its registered office or such changed address as shall be notified by on party to the other for the purposes of this clause. Any notice shall be deemed to have been given at the time of personal delivery, or in the case of email upon transmission provided confirmation is sent as described above, or in the case of expedited delivery service or registered or certified mail 3 business days after the date and time of mailing.

**18. ASSIGNMENT**

18.1 The Supplier may assign any benefit under this agreement or a Contract or any part of it to any person, firm or company.

18.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

**19. GENERAL**

19.1 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.

19.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

19.3 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

19.4 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

19.5 The parties to a Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

19.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts, provided that for the sole benefit and at the sole discretion of the Supplier, the Supplier may elect to apply the jurisdiction of any foreign court applicable to the Customer.

This agreement is entered into by the Supplier and the Customer the date of the Order Form.