

## TERMS AND CONDITIONS OF PURCHASE

We, the Company, only purchase Goods and/or Services on these Terms (all as hereinafter defined). These Terms shall apply exclusively to the entire commercial relationship between us and you, irrespective of whether the Terms have been explicitly referred to in any of our communications. Further, in the event of any conflict between these Terms and conditions in any communications from you whether upon initial acceptance of our Order and these Terms or at any time thereafter, these Terms shall always prevail.

If you accept our Order it will be on these Terms and no other standard terms. These Terms are important and should be studied carefully.

These Terms are available from us in 12 point type on request.

### 1. DEFINITIONS

**Company, we or us** shall mean Bakkafrost Scotland Limited registered under the Companies Act with Company Number: SC107275 with its registered head office at 28 Drumsheugh Gardens, Edinburgh, Scotland, EH3 7RN;

**Commencement Date** shall have the meaning set out in clause 2.4;

**Contract** shall mean the Order, these Terms and any other documents or conditions specified or referred to in the Order;

**Deliverables** shall mean all Goods and/or Services (including any instalment of the Goods or any part of them, and Services) specified by the Order and each part thereof and, if relevant Follow-on Deliverables and each part thereof;

**Follow-on Deliverables** shall have the meaning set out in clause 3.2;

**Force Majeure** shall mean:

- (a) war and other hostilities (whether war be declared or not) invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo;
- (b) rebellion, revolution, insurrection, military or usurped power or civil war;
- (c) riot, commotion or disorder except where restricted to employees of the Supplier or its sub-contractors or its sub suppliers;
- (d) earthquake, flood, fire, pandemic or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming force majeure; or
- (e) general industrial dispute not limited to the employees of the Supplier or the employees of its sub-contractors or sub suppliers;

**Foreground IP** means as set out at clause 11.3;

**Goods** shall mean the goods (or any part of them) set out in the Order;

**Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Mandatory Policies** means our business policies and codes, including (but not limited to) our Modern Slavery and Ethical Trading Policy;

**Order** shall mean our written order or purchase order for the purchase of Goods and/or Services from you incorporating these Terms;

**Our Materials** means all materials, equipment and tools, drawings, documentation, specifications, models, logos or data supplied by us to you in order to facilitate your Performance under the Contract;

**Performance** shall mean complete performance of your contractual obligations under the Contract, i.e. to deliver the Goods and/or to provide Services;

**Services** shall mean the services (and any part of them) to be provided by you to us under the Contract as set out in the Order

**Specification** shall mean the description or specification of the Goods and/or Services set out in the Order;

**Supplier** or you shall mean the person, firm, company or other organisation to whom our Order is issued;

**Terms** shall mean these Terms and Conditions of Purchase;

**Warranty Period** shall mean twelve (12) months from the date of delivery of the Goods (including any Goods supplied as part of the performance of any Services) and/or provision of the Services;

**Interpretation** means:

- (a) a person includes a natural person, (a) corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its, successors and permitted assigns;
- (c) a reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision;
- (d) any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written excludes fax but not e-mail;

## 2. THE CONTRACT

- 2.1 No other terms apply to this Contract without written agreement signed by one of our directors. Our acceptance of contractual performance by you does not imply acceptance of any terms that are different to our Terms. You must indemnify us against any consequence of your seeking to rely on any contractual terms or any statement, understanding or representation which is not contractually agreed as set out in this clause 2.
- 2.2 If any of the terms of the Contract conflict with or contradict each other those terms will over-ride each other in the following order of priority: (1) any express written agreement from us (2) the Order; (3) these Terms.
- 2.3 The Order constitutes an offer by us to purchase Goods and/or Services from you in accordance with these Terms.
- 2.4 The Order shall be deemed to be accepted on the earlier of:
- 2.4.1 you issuing written acceptance of the Order; or
  - 2.4.2 any act by you consistent with fulfilling the Order irrespective of any inconsistencies in your terms, at which point and on which date the Contract shall come into existence (**Commencement Date**).

## 3. PRICE

- 3.1 The price of the Deliverables will be as stated in the Order and, unless otherwise stated, will be:
- 3.1.1 exclusive of any applicable VAT (which will be payable by us subject to receipt of a valid VAT invoice within 10 (ten) working days of the invoice);
  - 3.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of Deliverables to or at the delivery address or specified location, and of any duties or levies other than VAT;
  - 3.1.3 payable in pounds sterling; and
  - 3.1.4 remain unchanged for the duration of the Contract unless otherwise agreed in writing by the parties where an Order relates to ongoing Deliverables.
- 3.2 If we will be reliant on you for any supplies of maintenance, training, spare parts, consumables or other Goods, rights or Services to benefit fully from the Deliverables (**Follow-on Deliverables**) then you will provide those Follow-on Deliverables or procure them to be provided, for as long as intended in relation to the Order, or until agreed between the parties, at fair and reasonable prices which reflect industry standard.

#### 4. PAYMENT

- 4.1 Invoices for the Deliverables may be sent to us on, or after, completion of Performance. Each invoice must quote the number of our Order. No sum may be invoiced more than 3 (three) months after completion of Performance.
- 4.2 No extra charges shall be effective unless agreed in writing in advance with us. Unless otherwise stated in the Order, we will pay the contract price within forty five (45) days of the end of month in which we receive the invoice. Disputed invoices (made in good faith) will be paid within forty five (45) days of the end of month from its resolution.
- 4.3 We will be entitled to set off against the price any money owed to us by you.

#### 5. SUPPLY OF GOODS

- 5.1 You shall ensure that the Goods shall upon delivery and for the Warranty Period:
- 5.1.1 correspond with the Specification;
  - 5.1.2 be of satisfactory quality and fit for any purpose set out in the Specification;
  - 5.1.3 where designed and manufactured by you, be free from defects in design, material and workmanship;
  - 5.1.4 any claims made by you about any Deliverables in your advertising and promotional material are correct and can be relied upon;
  - 5.1.5 not breach any Intellectual Property Rights of any third parties; and
  - 5.1.6 comply with all applicable statutory and regulatory requirements relating to the Goods.
- 5.2 In the supply of the Goods, you shall use (if feasible and insofar as commercially practicable) environmentally friendly products, components and/or processes.
- 5.3 If we Order Goods, then unless otherwise stated the Order is deemed to include the supply of all relevant documentation and certification, and of any commissioning of those Goods, necessary to enable us to use them for their intended purposes.
- 5.4 We will be allowed to inspect any contract Goods during (and your premises for) manufacture and storage, so long as we request an inspection by reasonable notice. If, as a result of the inspection, we are not satisfied that the quality of the Goods or the standards of their manufacture, storage or handling conforms with the contract, you will take such steps as are necessary to ensure compliance. If, after that, we are still not satisfied we can cancel the Contract without penalty.

#### 6. SUPPLY OF SERVICES

- 6.1 You shall from date set in the Order and for the duration of the Contract provide the Services to the Company in accordance with the terms of the Contract.

- 6.2 You shall meet any performance dates for the Services specified in the Order or that we notify to you.
- 6.3 In providing the Services, you warrant that you shall on provision and for the Warranty Period:
- 6.3.1 co-operate with us in all matters relating to the Services, and comply with all of our instructions;
  - 6.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in your industry, profession or trade;
  - 6.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that your obligations are fulfilled in accordance with the Contract;
  - 6.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that we expressly or impliedly makes known to you;
  - 6.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 6.3.6 use good quality Goods, materials, standards and techniques, and ensure that the Deliverables, and all Goods and materials supplied and used in the Services or transferred to us, will be free from defects in workmanship, installation and design;
  - 6.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
  - 6.3.8 any claims made by you about any Deliverables in your advertising and promotional material are correct and can be relied upon;
  - 6.3.9 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services, and with the Mandatory Policies and ensure that we can, in compliance likewise, fully utilise the Deliverables for their intended purposes;
  - 6.3.10 observe all health and safety rules and regulations and any other security requirements that apply at any of our premises; and
  - 6.3.11 hold all of Our Materials in safe custody at its own risk, maintain Our Materials in good condition until returned to us or destroyed as requested by us, and not dispose or use Our Materials other than in accordance with our written instructions or authorisation and/or for Performance under this Contract.
- 6.4 If we order Services then, unless otherwise stated, our Order includes the complete Performance of those Services including, without limitation, any employee instruction, manuals, explanations or certifications necessary to enable us to benefit from them for their intended purposes.

## 7. DELIVERABLES

- 7.1 If, before Performance has occurred in the relevant aspect, we notify you in writing of any change in desired Specification (including as to quality and time frame) you will respond as follows:
- 7.1.1 where the change reduces your costs, the Contract price will reduce to fairly reflect that saving;

- 7.1.2 where the change increases your costs you may notify us promptly, in writing, of a proposed revision of the Contract price fairly and proportionately reflecting any unavoidable such increased cost. We will then use our reasonable efforts to agree the revised terms in full in writing, including as to price, pending which the Contract variation will not take effect. In any event, both parties will then use reasonable efforts to reach a mutually acceptable Contract variation.
- 7.2 In the absence of notice to the contrary, our proposed change will be deemed to have been accepted, and the Contract will be deemed to have been varied with immediate effect to reflect the requested Specification change with no price increase. In no event, agreed or not, will we be liable to you in respect of any Contract variation for more than a reasonable and proportionate reflection of such increased costs as you could not reasonably have been expected to avoid. The Contract price will not in any circumstance increase except with our express written agreement under, or referring explicitly to, this sub-clause 7.2.
- 7.3 To protect our business we may need, sometimes urgently, information as to precisely how Deliverables were supplied and/or provided, and as to all relevant activities of any suppliers or sub-contractors of yours. You will meet any such reasonable request as soon as reasonably possible and will keep records adequate for that purpose for at least two years after completion of Performance.
- 8. COMPLIANCE WITH RELEVANT LAWS AND POLICIES**
- 8.1 In performing your obligations under the Contract, you shall:
- 8.1.1 comply with all applicable laws, statutes, regulations from time to time in force; and
- 8.1.2 comply with the Mandatory Policies.
- 9. DELIVERY, RISK AND TITLE**
- 9.1 Any Goods will be delivered to, and any Services provided at, the address(es) or location(s) and on the date stated in the Order or else as under clause 9.2, during usual business hours. If no address is specified, then delivery will be at our registered Scottish head office or principal place of Scottish business.
- 9.2 If we specify the date or delivery address for Goods or location for Services after placing our Order, we will give you reasonable notice of the details. Failing a date, Performance will be as soon as reasonably possible.
- 9.3 The date of delivery of any Goods or rights and/or the provision of any Services, will be of the essence of this Contract.
- 9.4 A packing note quoting the number of the Order must accompany each delivery or consignment of Goods and must be displayed prominently.
- 9.5 Where Deliverables are to be supplied or provided in instalments, the Contract is still to be treated as a single Contract. If you fail to deliver or perform or provide any instalment we may treat the whole Contract as repudiated and breached.
- 9.6 We may reject any Deliverables (in whole or in part) which are not fully in accordance with the Contract. Acceptance does not occur until we have had a reasonable time to inspect or consider the relevant

Deliverables following supply or provision and, in the case of any latent defect, a reasonable time after the defect(s) become(s) apparent.

- 9.7 We will not be bound to return to you any packaging or packing material, but if any relevant requirement for packaging recycling applies, you will take such materials back free of charge on request.
- 9.8 If any Deliverables are not supplied to us on or by the agreed date(s) then, in addition to any other remedies available to us, we will be entitled to deduct 1% of the overall Contract price for those Deliverables, for every week's delay.
- 9.9 Risk of damage to or loss of any Goods passes to us only on delivery, as accepted by us.
- 9.10 Property and ownership of any Goods will pass to us on delivery unless we have paid in whole or in part for the Goods in advance. In that case it will pass to us as soon as the Goods have been paid for.
- 9.11 If any Performance occurs on our premises or premises controlled by us or on our behalf this sub-clause 9.11 will apply. You will ensure that best industry standards are adopted for the health and safety both of your personnel and of any other individuals affected by your actions. We may refuse or terminate access to any individual whom we reasonably consider undesirable to have on said premises. Your personnel must, while on said premises, comply with our reasonable requirements as to security, health and safety routines, times and areas of access, and otherwise. You will be responsible to us on a full indemnity basis for all damage and injury caused by your staff or any party acting or operating on your behalf.
- 9.12 If the Contract refers to terms such as DPU and DAP, which bear defined meanings in the current edition of Incoterms, those defined meanings will apply unless expressly stated otherwise.
- 9.13 Any goods provided by us to you on a free issue basis to allow you to deliver the Goods and/or provide the Services under this Contract, including Our Materials, will remain our absolute property throughout and will be at your risk while the goods are, or are supposed to be, in your possession. You are not to part with possession (save to us) unless with our express prior consent.

## 10. INDEMNITY AND LIABILITY

- 10.1 All warranties, conditions and other terms implied by statute or common law in our favour will apply to any Deliverables bought from and/or supplied by and/or provided by you.
- 10.2 It is your responsibility to find out from us the purposes that we intend the Deliverables to be put to (including any applicable deadline affecting us). You warrant that they will be suitable for those intended purposes, save only for any unsuitability which you have, as soon as might reasonably have been expected of you (and in any case before starting Performance) expressly notified to us.
- 10.3 You fully and effectively indemnify us and keep us indemnified immediately upon our written demand against any cost, claim, expense, damages or other liability suffered or incurred by us as a result of any breach by you and/or your employees, agents or subcontractors and/or any party acting on your behalf of your obligations under the Contract.

- 10.4 You fully and effectively indemnify us and keep us indemnified immediately upon our written demand against any cost, claim, expense, damages or liability suffered or incurred by us as a result of or in connection with:
- 10.4.1 any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods and/or Services supplied under the Contract, to the extent that the claim is attributable to the acts or omissions of you and/or your employees, agents or subcontractors;
  - 10.4.2 any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods or in connection with performance of the Services, to the extent that the defects in the Goods or performance of the Services is attributable to the acts or omissions of you and/or your employees, agents or subcontractors; and
  - 10.4.3 any claim made against us by a third party arising out of or in connection with the supply of the Goods and/or Services under this Contract, to the extent that such claim arises out of the breach, negligent performance or failure or delay in Performance of the Contract by you and/or your employees, agents or subcontractors.
- 10.5 Clause 10.3 and clause 10.4 shall survive termination of the Contract.
- 10.6 If you fail to comply with any obligation under the Contract we are entitled, at our discretion, to reject the Deliverable(s) under the Contract and you will not be entitled to receive payment for any such Deliverable(s).
- 10.7 If any Goods do not comply with all Contract terms we can demand that you repair them or supply replacement Goods, at our sole discretion, within 7 (seven) days or, at our sole discretion, we can reject the Goods and demand the repayment of any sum already paid for them. We can recover from you all costs incurred by us in obtaining substitute goods from a third party and can claim damages for any other costs, loss or expenses incurred by us which are in any way attributable to your failure to carry out your obligations under the Contract in accordance with this clause 10.
- 10.8 If any Services do not comply with all Contract terms we can demand that you re-perform the Services within 7 (seven) days or, at our discretion, we can demand the repayment of any sum already paid for them.
- 10.9 We will not be liable to you for any delay or failure to perform any of our obligations under this Contract if the delay or failure was due to Force Majeure.
- 10.10 If any Goods were bought or obtained by you from a third party then any benefits or indemnities that you hold from that other party, in respect of those Goods, will be held on trust for us.
- 10.11 You will insure yourselves with a reputable insurance company, and keep insured until Performance is complete and for a period of one year after Performance is complete, against all normal insurance risks relevant to your work for or with us, on terms and for amounts consistent with normal business prudence including product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with this agreement. You will demonstrate to us the terms and currency of any such insurance on request.



## 11. INTELLECTUAL PROPERTY

- 11.1 We retain all Intellectual Property Rights in and ownership of all of Our Materials and we grant to you a non-exclusive, revocable licence to use Our Materials only for the purpose of Performance of the Deliverables under this Contract. You must not use, copy or disseminate (electronically or otherwise) Our Materials except in the performance of this Contract and then only in accordance with all relevant obligations of confidentiality.
- 11.2 Where any Deliverables are made to our specification, model or instructions, the Intellectual Property Rights in such Deliverables in so far as they relate to the specification, model or instructions, and any improvements or developments thereof shall be our absolute property and you shall hereby assign all such Intellectual Property Rights to us.
- 11.3 Intellectual Property Rights arising during or out of the Performance by you of the Deliverables (**Foreground IP**) shall vest in us and thereafter remain our property. You hereby unconditionally assign to us with full title guarantee and free of all encumbrances all of the Foreground IP. You shall, at your cost, do all such further acts and things, and execute all such other documents, as we may reasonably request to vest and assign the Foreground IP in us and/or to enable us to protect, perfect, enforce or enjoy the full benefit of the rights assigned under this Contract.
- 11.4 You grant to us a worldwide, perpetual, non-exclusive, royalty-free licence to use all pre-existing Intellectual Property Rights owned by you that are required to enable us to protect, perfect, enforce or enjoy the full benefit of the Foreground IP and all rights assigned under clause 11.3.

## 12. TERMINATION

- 12.1 If Goods have been offered by you as, or if they are, standard or stock items we can, by notice to you, at any time up to delivery cancel our commitment to buy them. We can cancel any other commitment of ours to receive and pay for Deliverables. In this instance, where it is not offered as, or are not standard or stock items, we will reimburse you only for all irrecoverable unavoidable costs incurred by you up to the point of cancellation. For this purpose, "costs" means the direct costs to you of Performance, to an aggregate amount not exceeding 80% of the purchase price for the cancelled commitment. For the avoidance of doubt, such irrecoverable unavoidable costs incurred by you shall be limited to direct costs only and shall not include loss of anticipated profits or any indirect or consequential loss. We will be entitled, if we wish it, to the benefit of the part-finished Deliverables in question.
- 12.2 Without affecting any other right or remedy available to it, we may terminate the Contract:
- 12.2.1 with immediate effect by giving written notice to you if:
- (a) you experience a change of Control; or
  - (b) you commit a breach of clause 8.1;
- 12.2.2 for convenience by giving you 14 days written notice.
- 12.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 12.3.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 12.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 12.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 12.3.4 [the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 12.4 On termination of the Contract, you shall immediately deliver to us all Deliverables whether or not then complete and return all of Our Materials. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned or delivered, you shall be solely responsible and liable for their safe keeping and will not use them for any purpose not connected with the Contract.
- 12.5 Termination of the Contract shall not affect either parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 12.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 12.7 Any right of cancellation or suspension under this clause 12 is additional to any rights available to us under the law of any relevant jurisdiction.
- 13. FORCE MAJEURE**
- 13.1 Neither party shall be liable for any failure to fulfil any term or condition of the Contract, nor shall it be deemed to be in breach thereof, if fulfilment has been delayed, hindered or prevented as a result of Force Majeure.
- 13.2 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.
- 13.3 During any period of Force Majeure, the party affected shall at all times use its reasonable endeavours to minimise the adverse effects on the other party.
- 13.4 If an event of Force Majeure exceeds a period of thirty (30) days then either party shall have the right to terminate the Contract upon fourteen (14) days written notice to the other.

## 14. CONFIDENTIALITY

14.1 You undertake that you shall not at any time and for a period of two years after expiry or termination of the Contract, disclose to any person any confidential information concerning our business, assets, affairs, customers, clients or suppliers, except as permitted by clause 13.2.

14.2 You may disclose our confidential information:

14.2.1 to your employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out your obligations under the Contract. You shall ensure that your employees, officers, representatives, contractors, subcontractors or advisers to whom you disclose our confidential information comply with this clause 14; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 You shall not use our confidential information for any purpose other than to exercise your rights and perform your obligations under or in connection with the Contract.

## 15. JURISDICTION

The Contract shall be governed and construed as a Contract made in Scotland and subject to Scots Law with the exclusive jurisdiction of the Scottish courts to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## 16. DISPUTE RESOLUTION PROCEDURE

16.1 In the event of any dispute or disagreement between the parties arising out of or in connection with this Contract a party may give written notice to the others. Within 14 (fourteen) days of the date of service of such notice each party shall prepare and send to the others a memorandum stating its understanding of the matter in dispute or disagreement, its reasons for taking such position and any proposals for resolving such dispute or disagreement (the **Memorandum**). Following delivery of the Memorandum, the matter shall in the first instance be considered jointly by the parties at a special meeting which such party shall be entitled to convene at any time during normal business hours upon giving at least 14 (fourteen) days' notice to the other parties.

16.2 If the representatives of the parties attending such a meeting believe that a resolution of such dispute or disagreement will not or is unlikely to be achieved by them, both parties shall refer the matter for resolution within a further period of 14 (fourteen) days to their respective Chief Executives.

16.3 If the parties fail to resolve the matter having followed the procedures referred to in clauses 16.1 and 16.2 then such matter (which, for the avoidance of doubt, may include any question regarding the existence, validity or termination of this Contract) may be dealt with by the parties as they deem fit.

16.4 The provisions of this clause 16 shall not be deemed to:

16.4.1 preclude a party from seeking interdict or other discretionary relief to protect or enforce its rights under this Contract; or

16.4.2 prohibit any Court from making preliminary findings of fact in connection with granting or denying such interdict or other discretionary relief; or

16.4.3 preclude a party from bringing any claim as a result of a breach by the other party of its obligations to carry out actions to give effect to this clause 16.

## 17. VARIATION

Except as set out in these conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by us.

## 18. WAIVER

Our failure to enforce our rights under the Contract at any time shall not be construed as a waiver of any such right.

## 19. ASSIGNATION AND SUB-CONTRACTING

19.1 The Contract shall not be assigned by you nor sub-contracted either in whole or in part except with our written consent. This shall not be necessary in the case of sub-contractors for materials, or for minor items or for any part of the work so specified in the Contract.

19.2 You shall be responsible for all work done or Deliverables supplied by any sub-contractors but shall ensure that we have the right to approach the sub-contractor direct and to inspect the Deliverables at the sub-contractor's premises at all reasonable times.

19.3 We shall be entitled to freely assign, mortgage, charge or execute a declaration of trust and/or sub-contract our rights and obligations under this Contract.

## 20. NOTICE

20.1 Any notice required to be given under this Contract may be served personally or by pre-paid, registered or recorded delivery letter or by e-mail, addressed to the relevant party at its registered office or address stated within this Contract to such other postal address which has been intimated to the other party for this purpose. Letters addressed to us should be marked for the attention of the Chief Executive or to such other address or e-mail address or addressed to such contact as that party may have notified to the other for this purpose.

20.2 Any notice so given by letter shall be deemed to have been served 48 hours after the same shall have been posted.

20.3 Any notice so given by e-mail shall be deemed to have been served when an email receipt is received from the other party acknowledging receipt of the same (which shall be deemed to be the time it is sent if sent during normal working hours in the recipient's local time zone or 9am in the recipient's local time zone on the following working day in any other case).

20.4 In proving service of a notice it shall be sufficient to prove the letter or e-mail was properly addressed or numbered and, as the case may be and posted in accordance with the provisions of this Clause or a confirmatory transmission report was received

## 21. SEVERANCE

If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.