

Active-PCB Solutions Limited

Terms and Conditions of Contract

The customer's attention is drawn in particular to the provisions of clause 10.

1 INTERPRETATION

1.1 Definitions:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.8.

Contract: the contract between Active-PCB Solutions Limited and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from Active-PCB Solutions Limited.

Force Majeure Event: has the meaning given in clause 11.

Goods: the goods (or any part of them) or Services set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, specifying quantity, quality, description and any relevant Specification.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and Active-PCB Solutions Limited.

Supplier: Active-PCB Solutions Limited (registered in England and Wales with company number 03361843).

1.2 Interpretation

(a) A reference to a statute or statutory provision is a reference to such statute or 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.

(b) 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.

(c) A reference to writing or written includes faxes and emails.

2 BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Customer warrants and undertakes to provide the Supplier with all and any necessary information relating to the Goods within sufficient time to enable the Supplier to perform the Contract in accordance with its terms.

2.4 The Customer warrants and undertakes to provide the Supplier with any necessary free issue parts, equipment or services necessary for performance of the Contract.

2.5 The quality, quantity, description and any specification of the goods shall be set out in the Order.

2.6 The Order shall only be deemed to be accepted when Active-PCB Solutions Limited issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.8 Any samples, drawings or advertising produced by Active-PCB Solutions Limited and any illustrations contained in Active-PCB Solutions Limited's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.9 A quotation for the Goods given by Active-PCB Solutions Limited shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.

3 GOODS

3.1 The Goods are described in the Purchase Order Form Active-PCB Solutions Limited's as modified by any applicable Specification.

3.2 Where the Customer has requirements in relation to the Restriction on Hazardous Substances as governed by RoHS (Directive 2002/95/EC); RoHS 2 (Directive 2011/65/EU); and/or RoHS 3 (Directive 2015/863); the Customer must make such requirements known in writing.

3.3 Where such requirements are made known the Customer understands and agrees that any information provided by the Supplier is made in good faith and based upon information provided to the Supplier by component manufacturers.

3.4 Active-PCB Solutions Limited reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4 DELIVERY

4.1 Active-PCB Solutions Limited shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(b) if Active-PCB Solutions Limited requires the Customer to return any packaging materials to Active-PCB Solutions Limited, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Active-PCB Solutions Limited shall reasonably request. Returns of packaging materials shall be at Active-PCB Solutions Limited's expense.

4.2 Active-PCB Solutions Limited shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after Active-PCB Solutions Limited notifies the Customer that the Goods are ready.

4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location or collection by the Customer from the Supplier's place of business within 7 days of the Customer being notified by the Supplier that the Goods are ready for collection.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Active-PCB Solutions Limited shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Active-PCB Solutions Limited with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If Active-PCB Solutions Limited fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Active-PCB Solutions Limited shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Active-PCB Solutions Limited with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to accept delivery of the Goods within seven Business Days of Active-PCB Solutions Limited notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Active-PCB Solutions Limited's failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the third Business Day after the day on which Active-PCB Solutions Limited notified the Customer that the Goods were ready; and

(b) Active-PCB Solutions Limited shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 Where Active-PCB Solutions Limited stores the Goods due to non-collection, or non- or delayed delivery caused by the Customer; Active-PCB Solutions Limited shall have no liability to the Customer or owe any duty of care in relation to loss, damage or deterioration in quality caused by such storage.

4.8 If 10 Business Days after the day on which Active-PCB Solutions Limited notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Active-PCB Solutions Limited may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.9 If Active-PCB Solutions Limited delivers up to and including 5.0% more or less than the quantity of Goods ordered the customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.

4.10 Active-PCB Solutions Limited may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 QUALITY

5.1 Active-PCB Solutions Limited warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by Active-PCB Solutions Limited.

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to Active-PCB Solutions Limited during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) Active-PCB Solutions Limited is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Active-PCB Solutions Limited) returns such Goods to Active-PCB Solutions Limited place of business at the Customer's cost,

Active-PCB Solutions Limited shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 Active-PCB Solutions Limited shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

(a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

(b) the defect arises because the Customer failed to follow Active-PCB Solutions Limited's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of Active-PCB Solutions Limited following any drawing, design or Specification supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of Active-PCB Solutions Limited;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

(g) The defect arises from any drawing, design or specification provided by the Customer.

(h) The Customer has failed to make full payment for the Goods by the due date for payment.

5.4 The warranty as set out in this clause 5 does not extend to parts, materials or equipment manufactured by any party other than the Supplier; in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by such manufacturer to the Supplier.

5.5 The Supplier shall hold not be liable for any defect other than incorrect assembly or test against the agreed build or test specification provided by the Customer.

5.6 Except as provided in this clause 5, Active-PCB Solutions Limited shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.8 These Conditions shall apply to any repaired or replacement Goods supplied by Active-PCB Solutions Limited.

5.9 Any claim made by the Customer based upon a defect or quality of the Goods or their failure to correspond with specification shall be:

(a) notified to the Supplier within 7 days from the date of delivery; or

(b) Notified to the Supplier within 7 days of discovery of the defect or failure where such defect or failure would not be apparent upon reasonable inspection.

In either case the Customer shall return to the Goods to the supplier with a full written report of the alleged defect or failure.

5.10 In cases where a defect or failure is alleged, but delivery was not refused, and the Customer did not notify the Supplier as per clause 5.9; the Customer shall no longer be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure. The Customer remains liable to pay the full contract price.

6 TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery or collection by the Customer from the Suppliers place of business.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

(a) Active-PCB Solutions Limited receives payment in full (in cash or cleared funds) for the Goods and any other goods that Active-PCB Solutions Limited has supplied to the Customer; and

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Active-PCB Solutions Limited's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify Active-PCB Solutions Limited immediately if it becomes subject to any of the events listed in clause 9.1; and

(e) give Active-PCB Solutions Limited such information relating to the Goods as Active-PCB Solutions Limited may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Active-PCB Solutions Limited receives payment for the Goods. However, if the Customer resells the Goods before that time:

(a) title to the Goods shall pass from Active-PCB Solutions Limited to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.1, then, without limiting any other right or remedy Active-PCB Solutions Limited may have:

(a) Active-PCB Solutions Limited may at any time:

(i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6.6 The Customer shall have no right to pledge on in any way charge by way of security for indebtedness, any of the Goods which remain the property of the Supplier.

6.7 If the Customer, in breach of clause 6.6, does so pledge or charge the Goods by way of security for indebtedness, all monies owed by the Customer to the Supplier shall, without prejudice to any other right or remedy, become immediately due and payable.

7 PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Active-PCB Solutions Limited's published price list in force as at the date of delivery.

7.2 Active-PCB Solutions Limited may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond Active-PCB Solutions Limited's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give Active-PCB Solutions Limited adequate or accurate information or instructions.

7.3 The price of the Goods:

(a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Active-PCB Solutions Limited at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer

7.4 All tooling charges advised by the Supplier are non-recurring unless the Customer makes changes to the design of Goods that impacts upon the original tooling. In circumstances where it is necessary to change the tooling due to a change by the Customer, a further non-recurring tooling charge shall be payable

7.5 Active-PCB Solutions Limited may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.6 The Customer shall pay the invoice in full and in cleared funds within 30 days of the invoice date. Payment shall be made to the bank account nominated in writing by Active-PCB Solutions Limited. Time for payment is of the essence.

7.7 Where the Customer wrongfully fails to take delivery of, or fails to collect, the goods, or amends the delivery date on less than 7 days notice, the Supplier may invoice the Customer at any time after the Supplier has notified the Customer that the Goods are ready for delivery.

7.8 In circumstances where the Customer wrongfully fails to take delivery of, or fails to collect, the Goods the Customer shall pay the invoice in full and in cleared funds within 30 days of the invoice date whether or not delivery has taken place and property in the Goods has not passed to the Customer. Payment shall be made to the bank account nominated in writing by Active-PCB Solutions Limited. Time for payment is of the essence.

7.9 If the Customer fails to make any payment due to Active-PCB Solutions Limited under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4.0% per annum above Lloyds Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.10 In circumstances where the Customer has failed to make payment in full and on time, the Supplier without prejudice to any other rights or remedies may:

- (a) bring an action for the price regardless that property in the Goods has not passed to the Customer;
- (b) terminate the contract;
- (c) suspend any further deliveries to the Customer;
- (d) appropriate any payments made by the Customer to such of the Goods, or Goods supplied under any other contract between the parties, as the Supplier may think fit, notwithstanding any purported appropriation by the Customer;

7.11 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

7.12 Active-PCB Solutions Limited may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Active-PCB Solutions Limited to the Customer.

7.13 Active-PCB Solutions Limited reserves the right to invoice all costs incurred by the Supplier on any Order which cannot be delivered by the Supplier to the Customer due to non-receipt or delayed receipt from the Customer of any free issue parts, equipment, services or postponement of delivery by the Customer.

8 INDEMNITY

8.1 The Customer shall indemnify the Supplier in full against all loss, damages, costs and expenses incurred by the Supplier, or awarded against the Supplier in connection with:

- (a) any Goods manufactured or process applier to the Goods by the Supplier in accordance with any specification submitted by the Customer.

(b) any loss, injury or damage wholly or partly caused by the Goods or their use

(c) any loss, injury or damage connected with the performance of this contract

(d) any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Supplier's use of the specification submitted by the Customer

where such harm, damage or loss, is not caused by the negligence or wrongful act of the Supplier.

8.2 Damages, costs, expenses and loss referred to in clause 8.1 shall include any sums paid, or agreed to be paid, by the Supplier in settlement of any such claim made.

9 TERMINATION

9.1 Without limiting its other rights or remedies, Active-PCB Solutions Limited may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 of that party being notified in writing to do so;

(b) the Customer 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), 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;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that in Active-PCB Solutions Limited's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without limiting its other rights or remedies, Active-PCB Solutions Limited may suspend provision of the Goods under the Contract or any other contract between the Customer and Active-PCB Solutions Limited if the Customer becomes subject to any of the events listed in clause 9.1(a) to clause 9.1(d), or Active-PCB Solutions Limited 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.

9.3 Without limiting its other rights or remedies, Active-PCB Solutions Limited may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 On termination of the Contract for any reason the Customer shall immediately pay to Active-PCB Solutions Limited all of Active-PCB Solutions Limited's outstanding unpaid invoices and interest. The Supplier shall also be entitled to render an invoice for any work in progress, including costs, labour and materials; such an invoice being immediately due and payable.

9.5 Upon termination or cancellation by the Customer the Customer shall indemnify the Supplier in full against all loss including loss of profit, costs (including labour and materials), damages, charges and expenses incurred by the Supplier in performance of the contract, or caused as a result of such termination.

9.6 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

9.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10 LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude Active-PCB Solutions Limited's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for Active-PCB Solutions Limited to exclude or restrict liability.

10.2 Subject to clause 10.1:

- (a) Active-PCB Solutions Limited shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Active-PCB Solutions Limited's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

11 FORCE MAJEURE

11.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this Contract by giving 30 written notice to the affected party.

11.2 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;

- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) [non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) Interruption or failure of utility services

12 GENERAL

12.1 Assignment and other dealings.

- (a) Active-PCB Solutions Limited may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Active-PCB Solutions Limited.

12.2 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 12.1(b). For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 12.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) The Customer agrees not to copy, publicise or make available to any third party any drawings, patterns, tooling of any kind, written instructions, price details, specifications and other technical papers provided by the Supplier to the Customer for the purposes of this Contract and the same shall remain at all times the property of the Supplier. Such property must be returned to the Supplier upon demand.

(d) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12.3 Supplier's Property.

(a) The Customer agrees to keep any item, tool, or equipment provided by the Supplier in the performance, but not the subject, of this Contract, free from harm and damage.

(b) The Customer shall be responsible for replacing any damaged or lost property of the Supplier held by the Customer or within the Customer's care and control.

(c) The Customer shall not modify the Supplier's property in any way without the written permission of the Supplier.

(d) Any such property remains the property of the Supplier and the Customer shall return any such property upon demand.

12.4 Entire agreement.

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12.5 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Restriction on Hazardous Substances. Any information provided by the Supplier to the Customer regarding compliance with the Restriction on Hazardous Substances is provided in good faith based upon information received from the manufacture of components to the Supplier.

12.7 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal

and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.9 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.9(a); if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the two Business Day after posting; 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 or email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.10 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

12.11 Arbitration.

(a) The parties agree that any dispute arising from or in connection with these Conditions shall, in the absence of amicable resolution within 30 days from the date notice of the dispute is given (unless otherwise stated within these conditions), shall be referred to arbitration.

(b) A single arbitrator shall be appointed by agreement, or in default of such agreement an application shall be made by either party to the President of the Law Society to nominate an arbitrator within the rules of the Law Society.

12.12 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.13 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.