

## Active PCB Solutions Limited

### Terms and Conditions of Purchase

#### 1 Definitions

1.1 In these terms and conditions: "Company" means Active-PCB Solutions Limited (company registered number 3361843) whose principal place of business is at Unit 4, Acre Road, Reading, Berkshire RG2 0SU. "Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the parties. "Contract" means the contract for the sale and purchase of the Goods and, if relevant, the supply and acquisition of Services. "Delivery Address" means the Company's place of business as specified in the Order or any other address that the Company advises the Seller in writing prior to delivery of the Goods, or provision of Services. "Goods" means the goods (including any part of instalment of the Goods) described in the Order. "Order" means the Company's purchase order and incorporates these Conditions. "Price" means the price of the Goods and/or Services in accordance with Clause 6 of these Conditions. "Seller" means the person or Company who accepts the Company's Order. "Services" means the Services (if any) described in the Order. "Specification" includes any plans, drawings, data or other information relating to the Goods or Services.

#### 2 Terms and Conditions

2.1 The Order shall be deemed to be an offer by the Company to purchase Goods and/or acquire the Services subject to these Conditions.

2.2 Unless otherwise agreed in writing between the duly authorised representatives of the parties these Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Company or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 The Conditions may only be amended with the prior written agreement of the parties.

2.4 Each Order for Goods and/or Services by the Company from the Seller shall be deemed to be an offer by the Company to buy the Goods and/or Services subject to these Conditions and no Order shall be accepted until the Seller either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part, accepts the offer.

#### 3 Specifications

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and of the best available quality, material and workmanship, be without fault and conform in all respects with the Order and any applicable

Specification supplied by the Company to the Seller or agreed in writing by the Company.

3.2 Any Specification supplied by the Company to the Seller, or specifically produced by the Seller for the Company, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

3.3 The Company's right under these Conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979 as amended, and/or the Supply Goods and Services Act 1982, as amended.

3.4 The Seller shall comply with all applicable regulations or other legal requirements, concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services including, but not limited to, compliance with environmental legislation and rules and regulations relating to the required standards of the Goods and/or Services and to the Company's environmental Policy dealing with the prevention of pollution and conservation of natural resources (available upon request).

3.5 The Seller shall not unreasonably refuse any request by the Company to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Company with all facilities reasonably required for inspection and testing.

3.6 If as a result of inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract, and the Company so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.7 The Goods shall be marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach the Delivery Address in an undamaged condition in the ordinary course.

#### 4 Delivery

4.1 The Goods shall be delivered to, and the Services shall be provided at, the Delivery Address, or at such other address designated by the Company, on the date or within the period stated on the Order, in either case, during business hours.

4.2 A delivery note quoting the Order number, date of Order, number of packages and contents and , in the case of part delivery, the outstanding balance remaining to be delivered shall accompany each delivery of Goods.

4.3 The Seller shall, at no cost to the Company, pack the Goods using appropriate packaging and cases. The Company shall not be obliged to return any packaging and cases.

4.4 The date of delivery of Goods or provision of Services shall be specified on the Order, or if no date is specified delivery shall be within 28 days of the date of the Order.

4.5 Time for delivery of Goods or provision of Services shall be of the essence.

4.6 If the Goods and/or Services are not delivered on the due date then, without prejudice to any other rights which it may have, the Company reserves the right to: (i) cancel the Contract in whole or in part; (ii) refuse to accept any subsequent delivery of the Goods and/or Services which the Seller attempts to make; (iii) recover from the Seller any expenditure reasonably incurred by the Company in obtaining the Goods and/or Services in substitution from another supplier; and (iv) claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's failure to deliver the Goods and/or Services on the due date.

4.7 The Company may agree, in writing, to accept delivery of the Goods or provision of Services, by instalments, in which case the Contract will be deemed a single contract with respect to each instalment. If a delivery is late or does not occur, the Company may treat the whole Contract as repudiated.

4.8 The Company shall not be obliged to accept delivery of any greater quantity of Goods than specified by the Company in the Order.

4.9 At any time prior to the delivery of the Goods to the Company, the Company shall have the right to inspect and test the Goods at all times.

4.10 The Company shall be entitled to reject any Goods that do not conform with the Contract and shall not be deemed to have accepted the Goods or Services until it has had a reasonable period of time within which to properly inspect the Goods or Services following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

4.11 Supplier agrees to supply (on request) to the company any and all necessary declarations and documents relating to products.

## 5 Assignment and Subcontracting

5.1 Neither the contract between the parties nor any of the work covered by the order shall be subcontracted, assigned or have manufacturing process or location changed without the prior written permission of The company. Where The company gives its prior written permission the Supplier shall still be responsible for the performance of the order and any acts or omissions of the assignee or sub-contractor.

## 6 Quantities

6.1 No liability will be accepted for goods delivered in excess of the quantity ordered

## 7 New Materials

7.1 Unless specifically agreed otherwise all materials to be supplied shall be new and in accordance with the relevant specification wherever defined

## 8 Packing and Marking

8.1 The Supplier shall prepare and pack all products in a manner; (i) that the company from time to time may reasonably specify or, in the absence of The company' specification, that is consistent with practices customary in the industry and (ii) necessary to meet a designated carrier's requirements. The supplier shall mark, or cause to be marked, each shipping container and delivery note to adequately show The company order number, part number, quantity and contents in both barcode and human readable format.

## 9 Customs Documentation

9.1 For each Product purchased under these Conditions, the Supplier shall furnish the company and any other person that the company may specify with necessary export licenses and documents to facilitate export of Products and where applicable, recovery of VAT, duty or other taxes. Supplier further agrees to assist the company' import of Product as reasonably requested by the company. Supplier shall indemnify the company against any losses resulting from non-compliance.

## 10 Quality Assurance Health, Safety, Environmental and Inspection Requirements

10.1 Supplier shall ensure that all Products conform to the specifications, drawings, samples, quantity, quality, design, functionality, performance, criteria, description, stipulation and other data supplied by The company designated in the order, or in information provided in respect of the order (the "Specification"). In addition to any Specification the specification detailed in IPC documentation at the time of delivery shall also apply.

10.2 The Supplier shall ensure that its quality system shall comply with the quality standards reasonably requested by the company from time to time.

10.3 The Supplier will ensure that the products are of first-class materials and workmanship and will be executed with reasonable skill and care by properly qualified and experienced persons

10.4 The Supplier will ensure that the products are fit and sufficient for any purpose for which they are commonly supplied or used and for any purpose indicated (either expressly or by implication) in the order or as may be made known by the company to the Supplier prior to the contract being entered into.

10.5 The Supplier will ensure that the products are so designed and manufactured as to be safe and without risk to health or property when properly use.

10.6 Any drawings and samples supplied must, when called for, be returned in good condition, carriage paid. Drawings supplied

are secret and confidential, must be kept at your own works and used only for the purpose of our order and must not be copied or communicated to any other party without express sanction of the company

10.7 The Supplier will ensure that the products are of satisfactory quality and will be free from defects (whether latent or patent) in design (to the extent that the Supplier is responsible for design), materials or workmanship

10.8 The Supplier will ensure that the products comply with all relevant laws, regulations, orders, rules and codes of practice that may be in force in the United Kingdom and such other territories which the company has informed the Supplier that the Products will be supplied from time to time

10.9 Manufacturer Certificates of Conformity or release documents shall be supplied with the products if so specified by The company. In the absence of any specific requirement a supplier conformity statement shall accompany the goods on or with delivery paperwork or in accordance with the Suppliers normal practices. The conformity statement shall stipulate that product specification and quality requirements and authenticity are met as well as the quality conditions of the supplier's certified Quality Management System, as applicable. Manufacturer CofC's, if specified, will evidence manufacturer name and traceability with code or batch/lot references.

10.10 The Supplier declares, guarantees and indemnifies the company that the raw materials, substrates, preparations, components and articles used in, or during, the manufacture of products delivered to the company, or its Customers, do not and will not contain Conflict Minerals.

10.11 REACH – The Supplier declares, guarantees and indemnifies the company that the raw materials, substrates, preparations, components and articles used in, or during, the manufacture of products delivered to the company are not in breach of the REACH REGULATION (EC) No 1907/2006. The Supplier will formally notify the company at quotation stage and in advance of delivery if any component or mixtures containing a SVHC as published by the ECHA, in accordance with article 59(10) (candidates list) of the REACH regulation. The supplier will also send the relevant MSDS(material safety data sheet) to accompany supply of regulated materials.

10.12 The supplier will inform the company which components do and do not comply with the EU RoHS directive (Directive 2011/65/EU).

10.13 For initial submissions a first article inspection report in such form as reasonably requested by the company shall be supplied. For subsequent deliveries an outgoing inspection report in such form as reasonably requested by the company shall be supplied.

10.14 Upon reasonable notice, the company and any customer of the company shall be entitled to visit and inspect Supplier's facility sites during normal business hours and Supplier shall co-operate to facilitate such visits. The company' inspections shall in no way relieve Supplier of its obligation to deliver conforming Product or waive the company' right of inspection and acceptance at the time the Products are delivered. At The company' request, Supplier shall provide relevant inspection, quality and reliability data.

10.15 The supplier shall operate in accordance with the Modern Slavery Act 2015 and will identify and address any areas of high risk, in any parts of their supply chain.

10.16 The supplier shall be committed to ethical conduct of business, to national and international laws and respect for human rights. It shall comply with Part II of the Rules of International Chamber of Commerce on Extortion and Bribery in International Business Transactions.

10.17 COUNTERFEIT GOODS – The supplier warrants that counterfeit goods will not be knowingly supplied and additionally that the supplier has sufficiently robust sourcing, supplier selection, risk assessment, risk mitigation and counterfeit detection processes to minimize the risk of furnishing the purchaser with counterfeit goods. Controls will include:-

10.17.1 The supplier will only supply new and unused and authentic components.

10.17.2 The supplier may only purchase directly from Original Component Manufacturers (OCMs) or OCM authorised distributors or authorised aftermarket manufacturers. Use of parts not from these sources is not authorised unless first approved in writing by the purchaser. The supplier must present a documented risk analysis in support of its request for purchaser's approval (e.g.OCM documentation authenticating supply chain traceability of the parts to the OCM).

10.17.3 If counterfeit goods or suspect counterfeit goods are furnished under this contract such goods shall be impounded. The supplier shall promptly replace the goods with goods acceptable to the purchaser and the supplier will be liable for all costs relating to impoundment removal and replacement. The purchaser reserves the right to withhold payment until any investigations are completed.

10.17.4 This condition 10.17 applies in addition to any quality provision, specification, and statement of work included in the contract addressing authenticity of goods. To the extent that such provisions conflict with this condition, this condition shall prevail.

10.17.5 The supplier shall include all provisions of this condition (10.17), including this sentence, in all lower tier contracts under this order. Any inability or unwillingness of a lower-tier supplier to comply with this provision shall; be documented in writing and submitted immediately to the purchaser.

10.18 TRACEABILITY – Where stated as a requirement on the purchase order, the supplier commits to obtain, and supply on request, evidence that supports continuous supply chain traceability back to the original component or material manufacturer. This evidence shall be in the form of back-to-back certificates of conformance, stating matching date and/or lot codes, for each intermediate stage of the supply chain. Deviation to this requirement must be agreed in writing with the purchaser prior to supply of the product and may require additional agreed actions to demonstrate the product's authenticity.

10.19 ESD – Any products that are sold to the company that are Electrostatic Sensitive (ESD) must be packaged in appropriate protective barrier bags and appropriately marked up as ESD devices such that storage requirements can be effectively identified and adhered to.

10.20 All Vendors providing calibration services must be certified to ISO17025 (or equivalent). All calibration certificates must identify standards used.

## 11 Title and Risk

11.1 Title to and risk in the Goods shall pass to the Company on delivery, or if payment is made before delivery then title shall pass once payment has been made and the Goods have been appropriated to the Contract.

11.2 The Seller warrants that it has good title to the Goods and has the right to transfer title in and to the Goods to the Company, with full title guarantee.

## 12 Price

12.1 The Price shall be as stated in the Order and unless otherwise as stated, shall be: (i) exclusive of value added tax ("VAT") which shall be payable by the Company subject to receipt of a VAT invoice; and (ii) inclusive of all charges carriage, packaging, packing, shipping, delivery, insurance, duties or imports and levies or other charges, other than VAT. (iii) ship to agreed INCO term that are DAP to the company' agreed delivery address and (iv) competitively priced.

12.2 The Price shall not be amended without the prior written consent of the Company.

12.3 The Company shall be entitled to discounts for prompt payment, bulk purchase or volume purchase customarily granted by the Seller.

## 13 Payment

13.1 The Seller shall invoice the Company of the Price within 3 days after delivery of the Goods or provision of the Services to the Company at the Delivery Address. The invoice shall specify the Order number and delivery notice number to which the invoice relates and shall be delivered to the Purchase Department of the Company at the above address.

13.2 The Company shall pay the Price within 60 days after the end of the month in which it receives a proper invoice or, if later, after the acceptance of the Goods or Services in question by the Company, unless otherwise specified in writing.

13.3 Without prejudice to any other right or remedy, the Company reserves the right to: (i) set off any amount owing at any time from the Seller to the Company; (ii) withhold or delay payment where the Goods and/or Services are not in accordance with the Contract.

## 14 Active-PCB Property

14.1 Any tools, drawings, specifications, or other materials furnished by the company for use by Supplier in its performance under this or any other order shall be identified and shall remain the property of the company or the company' customer (as appropriate) together with all associated intellectual property rights ("Property") and shall be used by Supplier only in its performance hereunder. Such Property shall be delivered, upon request, to a destination specified by The company in good condition.

## 15 Patents and Other Rights

15.1 Supplier shall indemnify, defend and hold harmless the company and its affiliates and their respective directors, officers, shareholders, employees and agents from and against any and all claims, demands, suits, actions, judgements, cost and liabilities (including legal fees) relating to or arising out of any allegation that Products furnished under the Contract infringe or violate any patent, copyright, trade secret, trade name trademark or any other proprietary right provided the foregoing indemnity shall not apply to the extent of any such claim which is attributable solely to design specifications furnished by Purchaser to the Seller

15.2 In so far as any work to be performed by the Supplier under an order may consist of design, all rights in such a design shall belong to the company and the same shall not be used except for the purposes of our order nor copied or communicated to any other person without our written consent. All drawings and other documents delineating or recording such design shall likewise be our property and shall be handed over to the company immediately upon completion of the order unless we expressly authorise the Supplier in writing to the contrary.

## 16 Confidentiality

16.1 The Seller shall keep secret and use only for the purpose of the Contract all information whether of a commercial or technical nature received from the Company in connection with the Contract.

16.2 Upon termination of the Contract for any reason, all materials, provided by the Company to the Seller under the Contract and copies or extracts thereof shall be promptly returned by the Seller or destroyed at the Company' request.

16.3 Unless otherwise agreed in writing by the Company, the Seller shall not advertise or make known to any third party the fact that it is a supplier to the Company.

16.4 These obligations under this Clause 16 shall survive any termination or expiration of the Contract.

## 17 Work on Company's Site

17.1 Where in pursuance of the Contract, the Seller performs the Services or any other work in connection with the Services or Goods, upon the Company's premises; (i) the Seller shall be solely liable for and shall indemnify the Company for any damage or injury to any person or property howsoever arising from: (a) acts or omissions of the Seller, its employees, agents or sub-contractors; (b) defects in the Goods or provision of Services due to faulty materials or to faulty workmanship.

17.2 The Seller shall indemnify the Company against any costs, expenses, losses, damages, fines or other liability whatsoever which may be incurred by the Company as a result of any breach of any regulation, order, legislation or any statutory requirement in any way relating to the carrying out of the provision of Services or any other work in connection with the Services or supply of Goods.

## 18 Warranties and Liabilities



18.1 The Seller warrants to the Company that the Goods: (i) shall be of satisfactory quality in accordance with the Sale of Goods Act 1979 as amended, and fit for any purpose for which the Company has advised the Seller. (ii) Shall be free from defects in design, materials, quality and workmanship; (iii) Shall correspond with any Specifications or samples provided or approved by the Company. (iv) Shall not breach the intellectual property rights of any third party; (v) Shall comply with all statutory requirements and regulations relevant to the sale of the Goods or provision of the Services; (vi) Shall not malfunction in any way as consequence of a date change.

18.2 The Seller acknowledges that the Company is relying on the expertise of the Seller in providing the Services and accordingly warrants that the Services will be performed by appropriately qualified and trained personnel who will provide the Services with due care, skill and diligence and to such a high quality as it is reasonable for the Company to expect.

## 19 Defective Goods

19.1 All defective Products identified as such by the company or its customers shall be retained by the company in a designated store and made available for inspection by the Supplier for a period no longer than three months following advice of the defect to Supplier.

19.2 At the Suppliers option and cost, defective Products will be returned to the Supplier by the company. The company shall provide information to the Supplier regarding reason for rejection and at the company' option the Supplier shall prepare a report detailing reasons for failure and corrective actions.

19.3 Where third party expert assessment is required to determine Product acceptability, such costs shall be at the Suppliers expense.

19.4 Without prejudice to clause 20 full credit for the defective Products shall be given by the Supplier, including where appropriate allowance for freight and other cost incurred by the company.

19.5 Supplier shall indemnify, defend, and hold harmless the company and its, officers, directors, employees and agents from any claims issued by third parties and from any losses, injuries, damages, or expenses sustained by The company or third parties arising or resulting from any installation, evaluation, testing, or other use of the Products by The company, its employees, agents or customers.

19.6 Supplier shall notify us/initiate product recall as soon as practically possible if they become aware that they may have supplied non-conforming product to the company.

## 20 Latent Defect

20.1 A latent defect is any defect in the Products that exists at the time of delivery and that cannot be detected during acceptance, which causes an item of Product to be improper to the use it was intended in accordance with the specifications for either the Product or an item within the Product.

20.2 Even if the warranty period under conditions 18 & 19 (Liability For Warranted Defects) has expired, if The company can show that an item of the Product is the subject of a latent defect (as defined above), The company may make a claim for such latent defect within three (3) years following detection of that latent defect. The company shall inform the Supplier as soon as the latent defect is detected.

20.3 The Supplier shall propose to The company, within two months from the notification of the latent defect, a list of corrective actions to remedy the defect, along with the associated implementation schedule, for agreement by The company.

20.4 The Supplier shall at its own expense investigate any necessary changes and also modify any Product that is the subject of a latent defect, even if that Product has already passed acceptance. The full cost of modifying such Product shall be borne by the Supplier, including the consequential subsequent costs and including packing and transporting of the Product if any.

## 21 Indemnity

21.1 The Seller shall indemnify the Company in full against all direct, indirect or consequential liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of, or in connection with (i) breach of any warranty given by the Seller in relation to the Goods or the Services; (ii) any infringement or alleged infringement of any intellectual property rights of any third party caused by the use, sale or manufacture of the Goods or provision of Services, except to the extent that such infringement or alleged infringement relates to Specifications provided to the Seller by the Company; (iii) any act or omission of the Seller or its employees, agents or sub-contractors in connection with the supply, delivery or installation of the Goods or in connection with the performance of the Services. (iv) any liability under the Consumer Protection Act 1987 in respect of the Goods.

21.2 The Seller shall have in place with a reputable insurance company product liability insurance providing indemnity cover of at least £2,000,000 per incident and public liability cover of at least £1,000,000 per incident.

21.3 The Supplier shall be committed to ethical conduct of business, full compliance to applicable national and international laws and respect for human rights in the spirit of the United Nations' Universal Declaration of Human Rights, International Labour Organization and the principles of the UN Global Compact as well as other internationally recognized ethical standards (e.g. SA8000). The Supplier further commits to monitor the ethical performance of its sub-contractors. In cases where ethical performance of its sub-contractors is questioned the Supplier shall take immediate and thorough steps and keep the company informed of any such cases and the process and resolution thereof.

21.4 The Supplier shall comply with Part II of the Rules of International Chamber of Commerce on Extortion and Bribery in International Business Transactions. The Supplier shall also monitor that its sub-contractors comply with the above-mentioned rules and take immediate and thorough steps in cases where the sub-contractor's compliance of the rules is questioned.

## 22 Waiver

22.1 Any concession or indulgence made by The company shall not be considered as a waiver of The company rights under these Conditions unless authorised in writing.

## 23 Record Retention

23.1 Records relating to products supplied against this PO shall not be destroyed without prior approval from company

23.2 Upon request supplier shall grant right of access to records pertaining to product supplied to the company, our customer's or statutory bodies.

## 24 Termination

24.1 (1) Subject to clause 24.2 below the Company may terminate the Contract at any time by giving not less than 14 days written notice to the Seller prior to delivery of the Goods or provision of Services. The Company shall not be required to pay the Seller for any loss of anticipated profits or any other consequential loss.

24.2 The Company may terminate the Contract forthwith without liability to the Seller if (i) the Seller breaches the Contract; (ii) the Seller ceases or threatens to cease to carry on its business; (iii) the financial position of the Seller deteriorates to the extent that in the opinion of the Company the Seller would not be capable of fulfilling its obligations under the Contract. (iv) The Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation (other than for the purpose of amalgamation or reconstruction; or (v) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Seller.

## 25 Remedies

25.1 Without prejudice to any other right or remedy to which the Company is entitled, if any Goods or Services are not supplied or performed in accordance with the Contract, the Company shall be entitled (i) to reject the Goods or services (ii) to require the Seller to provide the Company, at no cost to the Company, with replacement Goods or Services within 7 days of advising the Seller of the defect; (iii) to require the Seller to repair the Goods at the Seller's expense, within 7 days of advising the Seller of the defect and to provide replacement goods at no cost to the company for the whole of the period during which the Goods are being repaired; (iv) to refuse to accept any further deliveries of the Goods and require the repayment of any part of the Price that has been paid; (v) to rescind the Order and any other orders placed by the Company or Seller but not yet fulfilled; (vi) to obtain the Goods or Services from a third party.

25.2 In the event that the Company obtains the Goods or Services from a third party in accordance with clause (vi) above, the Seller shall bear any cost incurred by the Company associated with the change in supplier.

## 26 Assignment

26.1 The Seller shall not assign, sub-contract or license, purport to assign, sub-contract or license the Contract or any part of it without the prior written consent of the Company.

## 27 Force Majeure

27.1 The Company reserves the right to defer the date of delivery of Goods or provision of Services or payment or to cancel or amend the Contract if it is prevented from or delayed in the carrying on of its business by circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, civil commotion, fire, flood, explosion.

27.2 Neither the Company nor Seller shall be liable to the other or be deemed to be in breach of the Contract by reason of its inability to perform any of its obligations under the Contract as a result of circumstances beyond its reasonable control.

## 28 General

28.1 If any provision of the Contract is found by any court or other competent jurisdiction to be wholly or partly illegal, that provision or part of the provision shall be deemed to be severed from the Contract and the remainder of the Contract shall continue in full force and effect.

28.2 Any waiver by the Company of any breach of the Contract shall not be deemed a waiver of any subsequent breach and shall not affect the other terms of the Contract.

28.3 The parties to the 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, but this clause does not affect any right or remedy of a Group Company which exists or is available apart from that act.

28.4 The Contract shall be governed in all respects by English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

28.5 In the event of a dispute in connection with the Contract, the parties will, in the first instance, make reasonable efforts to settle any dispute by negotiation.