

Prinovis Liverpool Limited Terms and Conditions of Purchase of Goods (May 2010)

1 DEFINITIONS

1.1 In these Conditions:

"Authorised Representative" means a director of Prinovis or any other person authorised on behalf of Prinovis of whom the Supplier has been notified in writing or who is specified as such on Prinovis' website from time to time;

"Conditions" means these terms and conditions of purchase of Goods by Prinovis;

"Contract" means the contract for the purchase of goods by Prinovis incorporating these Conditions or to which these Conditions apply;

"Contract Documentation" means all documents which form part of, constitute or evidence the Contract, or are incorporated into the Contract by reference, including these Conditions and any Order;

"Delivery Address" means the address where the Goods are to be delivered or provided by the Supplier, as stated in the Contract Documentation, or if not stated, such premises of Prinovis in the United Kingdom as Prinovis shall notify to the Supplier;

"Delivery Date" means the date by which or period within which the Goods are to be delivered or provided as stated in the Contract Documentation, or if no date or period is stated the Delivery Date shall be a reasonable period following the acceptance of the Contract;

"Delivery Schedule" means any schedule or plan for the acquisition, manufacture, supply and delivery of the Goods, as referred to in the Contract Documentation, or as provided by the Supplier in accordance with Condition 7.6;

"Developed Materials" means all materials to be authored, written, prepared, drawn, designed, invented, generated, acquired, made or developed by the Supplier as part of or in the course of provision of the Goods;

"Goods" means the goods, works, services, software, data and materials referred to in an Order and/or to be and/or actually supplied by the Supplier under the Contract described in the Contract Documentation and any Developed Materials;

"Include" and "including" shall be construed without limitation;

"Intellectual Property Rights" means all or any registered or unregistered intellectual property rights in any part of the world, including, patents, design rights, copyrights, database rights, topography rights, know-how, rights in inventions and ideas, and rights to confidence, together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights;

"Month" means a calendar month;

"Order" means any order or offer placed by Prinovis to purchase any goods or any acceptance of Prinovis of any offer to supply any goods in each case which incorporates these Conditions;

"Price" means the price for the Goods, as stated in the Contract Documentation, or as otherwise agreed by Prinovis and the Supplier, or if not stated or otherwise agreed, the Supplier's published price for goods of that type;

"Prinovis" means Prinovis Liverpool Limited (Company number 05063783) whose registered office is at One Fleet Place, London EC4M 7WS;

"Representative" means in relation to a party, any director, officer, employee, servant, agent, sub-contractor, or carrier of that party;

"Specification" means all technical descriptions, designs and drawings of the Goods and details of their manufacture, method of construction, and performance specified by Prinovis in or pursuant to the Order and/or set out or referred to in the Contract;

"Supplier" means, in the case of an Order, the person to whom the Order is addressed, and in the case of the Contract, the person who is to supply the Goods as stated in the Contract;

"Supplier's Group" means any affiliated companies of the Supplier and shall include all subsidiaries (as defined in the Companies Act 1985) of the Supplier's ultimate parent undertaking; and

"Working Days" means any day excluding Saturday and Sunday and public holidays in the United Kingdom.

- 1.2 References: a reference to a "person" includes a reference to a company, partnership or individual; the singular shall include the plural and vice versa; condition headings do not affect the interpretation of these Conditions; a reference to a "third party" is to a person who is not a party to the Contract; a reference to a statute, statutory instrument, regulation, order or licence is a reference to that statute, statutory instrument, regulation, order or licence as substituted, varied, or re-enacted from time to time; and a reference to "writing" includes any facsimile or electronic mail transmission.

2 APPLICATION OF TERMS

- 2.1 Subject to any variation under Condition 2.2 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any purchase order, confirmation of order, specification or other document). All terms and conditions of the Supplier are hereby excluded.
- 2.2 These Conditions apply to all Prinovis' purchases and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an Authorised Representative of Prinovis. The same applies to the abrogation of this obligation.

3 SUPPLY OF GOODS

- 3.1 The Supplier agrees to sell, deliver and provide to Prinovis and Prinovis agrees to purchase and accept delivery of and pay for the Goods on and subject to the terms of the Contract and these Conditions.
- 3.2 Prinovis shall be entitled at any time to change the quantity and specification of the Goods, the Delivery Address and the Delivery Date. If such change would result in additional cost and expense to the Supplier in providing the Goods or delay the time by which the Supplier might deliver the Goods, an equitable adjustment may be made to the Price and the Delivery Date subject to the prior written agreement to any such adjustment by an Authorised Representative of Prinovis.

4 QUANTITY, QUALITY AND STANDARD

- 4.1 The Goods supplied by the Supplier shall conform as to quantity, quality, design, specification, and description with the requirements of the Contract or Order, the particulars of the Contract Documentation, and the Specification, and shall at least:

- (a) be new and in full working order, if not agreed differently in writing;
 - (b) be of satisfactory quality, design, manufacture, materials and workmanship and finish;
 - (c) be free from material damage or defects;
 - (d) be fit for any specified purposes made known by Prinovis, whether expressly or by implication, or which the Supplier ought to have known of.
- 4.2 The Supplier shall adequately pack and wrap, box and crate the Goods to protect them against all risks of damage to or deterioration of the Goods until delivery has been completed. Unless otherwise agreed, packaging is non-returnable.
- 4.3 The Supplier shall provide Prinovis with such information and assistance concerning the Goods as Prinovis may reasonably require to enable Prinovis to comply with its legal obligations in relation to health and safety in respect of the Goods (including in each case any obligations under the General Product Safety Regulations 1994).
- 4.4 The Supplier shall at the place of performance comply with all applicable laws, legislation, legal obligations, regulations, methods, standards and industry practices including without limitation with all regulations or laws required by or customarily used in good and prudent practice in that industry. The Supplier shall from time to time provide Prinovis with evidence of its compliance with such applicable laws, legislation and legal obligations together with evidence of any required certification immediately on request by Prinovis.

5 PERFORMANCE

- 5.1 Promptly on commencement of the Contract, the Supplier shall provide to Prinovis a detailed schedule for the manufacturing and delivery of the Goods, showing how the Supplier will achieve the Delivery Date and setting out all important steps which the Supplier must take in order to achieve the Delivery Date. The Supplier shall comply with that Delivery Schedule, and shall keep Prinovis promptly informed of all delays to and deviations from that Delivery Schedule. If the Supplier is delayed in or deviates from the Delivery Schedule, the Supplier shall promptly take all steps necessary to rectify or minimise such delay or deviation. If the Supplier fails to take such steps, Prinovis shall be entitled to terminate the Contract by notice to the Supplier. In case of any pre-payment of Prinovis the Supplier shall refund the payment including 8% interest above the England base rate.
- 5.2 Where Prinovis permits the Supplier to use any trade mark of Prinovis, the Supplier shall only use and reproduce that trade mark for the purposes of providing the Goods. The Supplier acknowledges that Prinovis is the sole and absolute owner of such trade mark, that the Supplier shall not acquire any rights to such trade mark, and that any benefit or goodwill arising out of the Supplier's use of such trade mark shall belong to Prinovis.

6 INSPECTIONS AND TESTING

- 6.1 The Supplier shall permit Prinovis' Representatives on reasonable notice to inspect and monitor at any reasonable time all work being performed by the Supplier or a Supplier Representative under the Contract.
- 6.2 If requested by Prinovis, the Supplier shall test the Goods for conformity with the Contract prior to delivery, and shall provide Prinovis with a written report on the results of such tests. Prinovis shall be entitled to attend and observe testing of the Goods. The Supplier shall also permit Prinovis on request to conduct tests on the Goods prior to delivery.

7 DELIVERY

- 7.1 All Goods shall be delivered to and/or performed at the Delivery Address by the Delivery Date strictly in accordance with the Contract. Time for delivery of the Goods is of the essence of the Contract. Supplier guarantees that delivered goods comply with all relevant legal provisions; in case of deliveries to countries other than the country of origin, regulations of the country of destination shall also apply.
- 7.2 The Supplier shall send with any Goods despatched (with a copy by post separately on the despatch of any Goods) an advice notice stating Prinovis' order number, full details of the person placing the order, the consignment, date of despatch, name of carrier, and list of accompanying documents, the correct intrastat codes and weight if applicable and all other documents required by the Contract. Incorrect or incomplete delivery documents shall entitle Prinovis to refuse receipt of delivery. If a machine is delivered in accordance with the Machine Directive (RL 98/37/EC) the assessment of risk required under this Directive must also be provided to Prinovis.
- 7.3 Where goods are to be delivered by the Supplier from countries that are Member States of the European Union, unless otherwise specified in the Contract Documentation or otherwise agreed in writing, the Supplier shall deliver the Goods DDU to Prinovis' premises in Liverpool in accordance with Incoterms (2000 Edition). Except something else is agreed in writing between the parties or is otherwise specified in the Contract Documentation.
- 7.4 Where Goods are to be delivered by the Supplier from, countries that are not Member States of the European Union, unless otherwise specified in the Contract Documentation or otherwise agreed in writing, the Supplier shall deliver the Goods DDP to Prinovis' premises in Liverpool in accordance with Incoterms (2000 Edition). Except something else is agreed in writing between the parties or is otherwise specified in the Contract Documentation.
- 7.5 Without prejudice to Clauses 7.3 and 7.4 risk of loss or damage to the Goods shall pass to Prinovis on the later of physical delivery of the Goods to Prinovis and completion by the Supplier of any services which the Supplier is to provide in respect of the Goods following delivery. The Supplier will repair or replace without charge to Prinovis all Goods damaged or lost in transit however sent.
- 7.6 If it is evident that the Supplier fails to deliver the required quantity of the Goods by the Delivery Date, then Prinovis shall be entitled at its option to:
- (a) reject the Goods delivered and terminate the Contract as a whole without any payment liability and the Supplier shall refund any advanced payments made by Prinovis or
 - (b) accept delivery of those Goods which have been delivered, and terminate the Contract in respect of the undelivered Goods;
 - (c) accept those Goods which have been delivered, and specify a further Delivery Date by which the remainder of the Goods must be delivered.
- In all cases of Clause 7.6 Prinovis shall be entitled to charge all overtime and other additional costs so incurred.
- 7.7 Unless otherwise specified by Prinovis, the Supplier shall be responsible for packing, transporting, unloading, constructing, installing and bringing the Goods into full operation, and the Goods shall not be considered to have been delivered until the Supplier has done so to the reasonable satisfaction of an authorized employee of Prinovis.

8 ACCEPTANCE

- 8.1 Prinovis shall not be considered to have accepted or approved any part of the Goods until after Prinovis has had a reasonable time to inspect the Goods and ascertain that they are in accordance with the Contract. A reasonable time to inspect shall be considered to be at least 30 days after delivery of the Goods.
- 8.2 Acceptance by Prinovis of any Goods not in conformity with the Contract shall be without prejudice to any rights Prinovis may have against the Supplier, including the warranties under Condition 12, and Prinovis shall not be considered by accepting the Goods to have agreed that the Goods supplied were supplied in accordance with the requirements of the Contract.
- 8.3 Prinovis' rights to reject any Goods shall not be affected by the resale of any Goods by Prinovis to any other person.
- 8.4 Goods rejected by Prinovis shall be at the risk of the Supplier, and the Supplier shall at the option of Prinovis either collect the Goods or reimburse or pay to Prinovis the cost of returning the Goods to the Supplier.

9 PRICE

- 9.1 The Price includes all costs and expenses of providing and delivering the Goods to Prinovis, including but not limited to all costs of and charges for loading, transport, carriage, freight, packaging, insurance in transit, and unloading of the Goods, all customs, duties, and other taxes payable in respect of the Goods, and all costs of labour, travel, subsistence, accommodation, insurance, overheads.
- 9.2 The Price and all other amounts payable by Prinovis under the Contract are exclusive of value added tax, which Prinovis will pay in addition at the applicable rate on receipt of a VAT invoice.

10 PAYMENT TERMS

- 10.1 The Supplier shall not be entitled to invoice the Price until the Goods to which such Price or other amounts relate have been fully delivered in accordance with the Contract. The Supplier shall render no more than one invoice in any Month to Prinovis for all Goods supplied during the course of that Month. All invoices shall specify Prinovis' order number(s), full details of the person placing the order(s) and the Goods delivered, including description, the correct intrastat codes and weights if applicable, quantity and price and the Supplier's VAT number. Invoices shall be marked for the attention of the accounting department.
- 10.2 Subject to the invoice provided by the Supplier being correct and in accordance with Condition 10.1, Prinovis will pay the Price within 90 days of the date on which Prinovis receives the Supplier's invoice. If Prinovis pays the Price on or before the 5th Working Day of the Month following the Month in which the invoice was received by Prinovis, the Price shall be reduced by 3% early payment discount.
- 10.3 If the invoice provided by the Supplier is incorrect or incomplete, Prinovis shall not be liable to pay such invoice until it is correct and complies with Condition 10.1. Any such reissued invoice must be supplied to Prinovis within 90 days of the date of the original invoice. If the reissued invoice is not supplied to Prinovis within 90 days of the date of the original invoice, Prinovis shall not be liable to make any payment to the Supplier. For the avoidance of doubt, the time for payment (specified in Condition 10.2) of any reissued invoice which complies with Condition 10.1 shall run from the date the reissued invoice is received by Prinovis.
- 10.4 If Prinovis fails to pay to the Supplier any sum due pursuant to the Contract, Prinovis shall be liable to pay interest to the Supplier on such sum from the due date for payment until the day

before the day payment is received (both after as well as before judgment) at the base rate of The Bank of England. The parties agree that this is a substantial remedy for the purpose of the Late Payment of Commercial Debts (Interest) Act 1998.

- 10.5 Prinovis and companies that are affiliated to Prinovis for the purpose of §§ 15 ff. German Companies Act (AktG) are entitled to offset all claims and withhold invoiced amounts any debt or sum owing to Prinovis in connection with an accepted purchase Order against the Supplier or any member of the Supplier's Group.
- 10.6 If requested by Prinovis, the Supplier shall, within twenty-one (21) days of Prinovis' request, acquire a performance bond at its cost from an international bank or surety company acceptable to Prinovis (in the exercise of its reasonable discretion) equal to 15% of the purchase amount. The form of the performance bond shall be mutually agreed.
- 10.7 All invoices shall be in pounds sterling and all payments shall be made in pounds sterling unless otherwise stated in the Contract Documentation or agreed in writing by both parties.

11 TITLE AND INTELLECTUAL PROPERTY RIGHTS IN GOODS

- 11.1 Title to any Goods shall pass on to Prinovis on delivery to Prinovis, unless Prinovis has paid all or any part of the Price for the Goods prior to delivery, in which case title to any materials procured or manufacturer by the Supplier towards performance of the Contract shall pass to Prinovis when they are procured or manufactured and title to the Goods shall pass to Prinovis as soon as the Goods have been appropriated to the Contract.
- 11.2 The Supplier hereby assigns to Prinovis (as a present and future assignment) all its right, title and interest in and to the Developed Materials and all Intellectual Property Rights in and to any Developed Materials.
- 11.3 Except for any Intellectual Property Rights assigned in Condition 11.2, and subject to any other licence terms agreed by Prinovis and the Supplier, the Supplier grants to Prinovis an irrevocable, transferable, royalty-free, non-exclusive licence, with right to grant sub-licences, in respect of the Intellectual Property Rights in the Goods and any other materials provided to Prinovis in connection with the Contract or the Goods, to copy, edit, use, reproduce, modify, make, combine with any materials of Prinovis or a third party, or do anything else with the Goods for the purposes of obtaining the full benefit of and making full use of the Goods in its business and repairing and maintaining the Goods.

12 WARRANTIES AND REMEDIES

- 12.1 The Supplier warrants that the Goods will comply with the requirements of this Contract, and in particular the requirements of Condition 4, and that in particular the Goods will continue to operate without malfunction for minimum twenty-four (24) months following delivery.
- 12.2 The Supplier warrants that the use of or re-sale of the Goods by Prinovis will not so far as the Supplier is aware infringe the Intellectual Property Rights of any third party.
- 12.3 If at any time any Goods are found not to comply with the requirements of the Contract, or any warranty in relation to the Goods (including the warranties in this Clause 12) is found to have been breached, then Prinovis shall be entitled at its sole option to:
 - (a) reject all of the Goods, terminate the Contract as a whole, and require the Supplier to refund the Price including all incidental costs, or
 - (b) require the Supplier to replace or repair the Goods with Goods conforming to the requirements of the Contract, carry out repairs and rectification work itself to the Goods,

and to require the Supplier to pay the costs of any such repairs, replacements or rectification work including all incidental costs, and/or to terminate the Contract in relation to any undelivered Goods.

13 TERMINATION RIGHTS

- 13.1 Prinovis shall be entitled by notice at any time to terminate the Contract in whole or in part. Upon termination the Supplier shall immediately discontinue work on the Contract and shall within two (2) months after that termination submit its claim for expenses incurred pursuant to the Contract to the extent to which those expenses are an unavoidable loss to Supplier due to Prinovis' cancellation (which Prinovis shall be entitled to dispute). The Supplier shall take all reasonable steps to mitigate its loss and Prinovis shall not be liable for claims submitted more than two (2) months after termination. Subject to payment of the fair and reasonable price, the Supplier shall sell to Prinovis all unused and undamaged materials and parts and items in the course of manufacture pursuant to the Contract.
- 13.2 A party may at any time by notice in writing summarily terminate the Contract, if the other party is in breach of the Contract and (if that breach can be remedied) fails to remedy that breach within fourteen (14) days of notice of the breach.
- 13.3 A party may at any time by notice in writing summarily terminate the Contract forthwith upon the occurrence of any of the following events:
- (a) if the other party enters into any composition or arrangement for the benefit of its creditors; or
 - (b) if the other party, being an individual, or any partner of the other party which is a partnership, becomes bankrupt or has a receiving order or administration order made against him; or if the other party, being an individual, or any partner of the other party which is a partnership, becomes insolvent or appears to be unable to pay a debt or to have no reasonable prospect of paying a debt (within the meaning of Section 268 of the Insolvency Act 1986) or the other party being a company, appears unable to pay its debts (within the meaning of Section 123 of that Act); or on the presentation of a petition for the appointment of a receiver, administrative receiver or administrator or the giving of any notice of a resolution for the winding up of the other party (other than for a members' voluntary winding up of a solvent company for the purpose of a bona fide reconstruction); or on the appointment of an administrative receiver or administrator in respect of the whole or any part of the other party's undertaking or assets, or the other party reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier, and notifies the Supplier accordingly.
- 13.4 If the Supplier shall indicate to Prinovis that it does not intend to continue the performance of its obligations under the Contract, or the Supplier informs Prinovis of or Prinovis becomes aware of any event or circumstance which in the reasonable opinion Prinovis will or is likely to substantially delay or prevent the performance by the Supplier of the Contract, then Prinovis shall be entitled to treat this as anticipatory breach of the Contract and terminate the Contract without liability to the Supplier immediately by notice to the Supplier.

14 SUPPLIER'S INDEMNITY

The Supplier shall on demand, fully indemnify Prinovis from and against all and any loss, damage, costs, expenses (including solicitors' costs and expenses) and liability suffered or incurred by Prinovis resulting from a breach of the Contract by the Supplier, or negligence of the Supplier in performing the Contract, or any act or omission of the Supplier's Representatives

in the course of performance of the Contract or on or in relation to any premises of the Supplier, or any failure of the Goods to comply with the requirements of the Contract (including Condition 4), or any breach of a warranty or representation in relation to the Goods (including the warranties in Condition 12).

15 INSURANCE

- 15.1 The Supplier shall take out and maintain at its own cost liability insurance, in respect of the Supplier's liability for death or injury to any person, and loss or damage to any property; and in respect of the Supplier's liability to any person arising out of the non-conformity of the Goods with the Contract, or any other defect in the Goods.
- 15.2 All insurance shall be maintained with a reputable insurance company, be for such amount as is prudent in all the circumstances, and shall be endorsed to include the interests of Prinovis, or if Prinovis requests, shall be in the joint names of Prinovis and the Supplier, as co-assureds, but state that the Supplier is solely liable for the premiums.

16 CONFIDENTIALITY

- 16.1 For the purposes of the Contract, "Confidential Information" means, in relation to a party, all and any knowledge, data, trade secrets or other information of that party or any other person disclosed by that party to the other party. All Developed Materials shall be treated as the Confidential Information of Prinovis.
- 16.2 Each party undertakes to hold and maintain in strict confidence the Confidential Information of the other party.
- 16.3 The Supplier shall be entitled to use Confidential Information of Prinovis to perform the Contract and provide the Goods, but for no other purpose. Prinovis shall be entitled to use Confidential Information of the Supplier to the extent necessary for the purposes of performing the Contract, and obtaining and receive the full benefit of and use of the Goods.
- 16.4 Each party agrees not to disclose Confidential Information of the other party to any person, except that a party may disclose Confidential Information of the other party to any Representative of a party who reasonably needs to know or use that Confidential Information for the purposes permitted under Clause 16.3., and to any person to whom disclosure is required by any applicable law. A party proposing to disclose any Confidential Information shall make such disclosure in good faith and in confidence, and shall ensure that the person to whom any Confidential Information is disclosed shall have undertaken before disclosure to hold and maintain confidential that Confidential Information.
- 16.5 Each party shall on request from the other party promptly return to the other party (or at other party's option, destroy) all Confidential Information of the other, except that Prinovis shall be entitled to retain any Confidential Information of the Supplier which it reasonably requires to continue to be able to receive the full benefit of and make full use of the Goods.

17 ASSIGNMENT

- 17.1 Prinovis may assign the Contract or any part of it to any person, firm or company.
- 17.2 The Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of Prinovis.

18 FORCE MAJEURE

Prinovis reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by Prinovis (without liability to the Supplier) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Prinovis including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of twenty-eight (28) days, Prinovis shall be entitled to give notice in writing to the Supplier to terminate the Contract.

19 COMMUNICATIONS

19.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

- (a) (in case of communications to Prinovis) to its registered office or such changed address as shall be notified to the Supplier by Prinovis; or
- (b) (in the case of the communications to the Supplier) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Supplier set out in any document which forms part of the Contract or such other address as shall be notified to Prinovis by the Supplier.

19.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

19.3 Communications addressed to Prinovis shall be marked for the attention of the Purchasing Department.

20 MISCELLANEOUS

20.1 The Contract and the Contract Documentation constitute the entire agreement between Prinovis and the Supplier for the purchase of the Goods, and replaces any previous such agreements.

20.2 The Supplier shall not be entitled to subcontract the performance of all or any part of the Contract to any person without the prior written consent of Prinovis. The Supplier shall not be relieved of its obligations under the Contract by delegating or sub-contracting performance of those obligations to any person.

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

20.4 Except as expressly provided in these Conditions, the rights and remedies contained in these Conditions are cumulative and shall be in addition to every other right or remedy provided by law or otherwise.

- 20.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 20.6 Failure or delay by Prinovis in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 20.7 Any waiver by Prinovis of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 20.8 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.
- 20.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.