

# Logma Systems Design Ltd

## Standard Terms and Conditions

Effective 25/05/2017

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## 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these conditions.

**Contract:** the Customer's order and the Supplier's acceptance of it in accordance with condition 3.3.

**Customer:** the person, firm or company who purchases Goods & Services from the Supplier.

### **Goods and Services:**

The supply by the Supplier to the Customer of any or all of the following:

- a) The licence to use any software, modification or any other facility designed, installed or implemented by the Supplier
- b) Any computer hardware, peripherals, stationery or any other goods supplied by the Supplier but not otherwise described herein
- c) Any goods or services supplied by a sub-contractor on behalf of the Supplier
- d) Any support services provided by the Supplier or a third party on behalf of the Supplier
- e) Any other services supplied by the Supplier at the Customer's request.

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

**Supplier:** Logma Systems Design Limited

**Supplier Software:** only software product or package which has been produced by the Supplier and covered by a Schedule or Sales Order

**Third Party Software:** such software which has been produced by anyone other than the Supplier

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.

1.8 A reference to **writing** or **written** includes faxes and e-mail.

1.9 References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.

## 2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

- (a) apply to and be incorporated in the Contract; and
- (b) prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

## 3. BASIS OF SALE

3.1 Any quotation is valid for a period of 30 days only, and the Supplier may withdraw it at any time by notice to the Customer.

3.2 Each order or acceptance of a quotation for Goods & Services by the Customer shall be deemed to be an offer by the Customer subject to these conditions. The Customer shall ensure that its order is complete and accurate.

- 3.3 A binding contract shall not come into existence between the Supplier and the Customer unless and until the Supplier issues a written order acknowledgement to the Customer, or the Supplier delivers the Goods & Services to the Customer (whichever occurs earlier).
- 3.4 The Supplier may deliver the Goods & Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each instalment shall be a separate Contract and no cancellation or termination by either party of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 3.5 Customer requests for changes to a specification or agreed goods and services made after the Supplier has issued the order acknowledgment are chargeable (unless otherwise agreed in writing by the supplier). In making the request, the customer accepts that the change will increase the time required by the Supplier to provide the Goods & Services.
- 3.6 No order which has been acknowledged by the Supplier may be cancelled by the Customer, unless this is with the written agreement of the Supplier and provided that the Customer indemnifies the Supplier in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.
- 3.7 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.
- 3.8 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
- 3.9 The Supplier reserves the right (but does not assume the obligation) to make any changes in the specification of the Goods & Services which are required to conform with any applicable legislation or, where the Goods & Services are to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 3.10 The Supplier itself does not warrant third party products. Where the Supplier supplies third party hardware, the Supplier will pass on to the Customer the benefit of any third party warranty which will usually be supplied by a third party manufacturer as specified in the documentation provided with the third party products.

#### 4. **PRICES**

- 4.1 All prices shall be as stated in the Supplier's acknowledgement of order. All prices are exclusive of VAT and other charges and duties.
- 4.2 For additional works, the Supplier guide price list is available on request. All chargeable works will be quoted in writing once the scope/specification is agreed.
- 4.3 Provision of the Goods and Services shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any provision of Goods and Services made outside such hours at the Customer's request. Works undertaken at the Customer's site outside normal business hours will incur a double time charge.
- 4.4 The Supplier reserves the right to charge for reasonable mileage and travel expenses for work undertaken at the Customer's site. Any such charges will be agreed in writing before the works commence.
- 4.5 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of such of the Goods & Services as has not been delivered to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including without limitation any foreign exchange fluctuation, currency regulation, licencing amendments, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods & Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

5. **PAYMENT**

- 5.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier may invoice the Customer for the price (or a part of it) for the Goods & Services on or at any time after delivery of the Goods & Services.
- 5.2 Unless noted otherwise on the invoice, the standard terms of payment shall be within 30 days of the date of the Supplier's invoice, whether or not delivery has taken place or title in the Equipment has passed to the Customer; and
- 5.3 Time for payment of the price shall be of the essence of the Contract.
- 5.4 If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Goods & Services then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- (a) terminate the Contract or suspend any further deliveries of Goods & Services (whether ordered under the same contract or not) to the Customer, including suspension of Support;
  - (b) appropriate any payment made by the Customer to such of the Goods & Services as it thinks fit (despite any purported appropriation by the Customer);
  - (c) charge interest on the amount outstanding from the due date to the date of receipt by the Supplier (whether or not after judgment), at the annual rate of 5% above the base lending rate from time to time of National Westminster Bank plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
  - (d) suspend all further deliveries or provision of the Goods and Services until payment has been made in full;
- 5.5 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 5.5 is without prejudice to any right to claim for interest under the law, or any right under the Contract.

6. **PROVISION OF GOODS & SERVICES AND ACCEPTANCE**

- 6.1 The Supplier shall use its reasonable endeavours to provide the Goods & Services on the date or dates specified in the Supplier's acknowledgement of order or the related project plan, but any such date is approximate only. If no dates are so specified, provision shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the provision of the Goods & Services and the Supplier is not in any circumstances liable for any delay in provision, however caused.
- 6.2 Provision of the Goods and Services shall be made during normal business hours (excluding bank or public holidays).
- 6.3 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Goods & Services and for the provision of all necessary access and facilities reasonably required to deliver and install the Goods & Services. If the Supplier is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.
- 6.4 The Customer shall be deemed to have accepted the delivery of any physical equipment when the Customer has had 2 days to inspect it after delivery and has not exercised in writing its right of rejection in accordance with paragraph 6.6 below.
- 6.5 The Supplier shall be responsible for any damage, shortage or loss in transit of any equipment being provided under this contract, provided that the Customer notifies it to the Supplier (or its carrier, if applicable) within 2 days of delivery or the proposed delivery date. Any remedy under this condition 6.5 shall be limited, at the option of the Supplier, to the replacement or repair of any Equipment which is proven to the Supplier's satisfaction to have been lost or damaged in transit.
- 6.6 Returns of any physical equipment provided under this contract can only be made after agreement with the Supplier and at the Customer's expense under the following circumstances:
- (a) In all cases the equipment is in stock condition and;
  - (b) The equipment is defective. If on return the equipment proves not to be defective, then the Customer is deemed to accept the delivery costs back to their premises. If the Supplier agrees to re-stock the equipment then this would be subject to a 35% re-stocking fee.
  - (c) The equipment is at the Customer's risk until it is signed for

7. **RISK AND PROPERTY**

- 7.1 Ownership of or licenced rights to use the Goods & Services shall pass to the Customer on the later of completion of the provision, or when the Supplier has received in full in cleared funds all sums due to it in respect of:
- (a) the Goods & Services; and
  - (b) all other sums which are or which become due to the Supplier from the Customer on any account.
- 7.2 The Customer's right to possession or use of the Goods & Services before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 14 arise or if the Customer fails to make any payment to the Supplier on the due date.
- 7.3 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods & Services are or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Supplier in repossessing the Goods & Services shall be borne by the Customer.
- 7.4 On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights in this condition 7 shall remain in effect.
- 7.5 The Supplier may appropriate payments by the Customer to such of the Goods & Services as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

8. **SUPPLIER SOFTWARE LICENCE**

- 8.1 If the Supplier refers to a software licence in the acknowledgment of order, the price of the Goods & Services includes the licence fee for the Customer's right to use the Supplier Software.
- 8.2 The grant of a licence to use the Supplier Software is subject to the Customer taking out a mandatory software support contract and ensuring that periodic payments for the support contract are made within the terms of the relevant periodic invoices. The annual value of the support contract will be as stated on the order acknowledgment. The Supplier reserves the right to increase this support charge on an annual basis by 2%.
- 8.3 If no software licence has been provided to the Customer, the Customer hereby accepts a non-exclusive, non-transferable licence to use the Supplier Software on the following conditions:
- (a) the Customer shall not copy (except to the extent permissible under applicable law which is not capable of exclusion by Contract) or for normal operation of the Equipment), reproduce, translate, adapt, vary or modify the Supplier Software, nor communicate it to any third party, without Supplier's prior written consent;
  - (b) The minimum licence term is 12 months. After the initial term, such licence shall be terminable by either party on 3 months written notice, provided that the Supplier terminates only if the continued use or possession of the Supplier Software by the Customer infringes the Supplier's or a third party's rights, or the Supplier is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract.
- 8.4 If the Goods and Services include any modifications to the Supplier Software made at the Customer's request then any support given in relation to those Goods and Services may be chargeable if not clearly covered on the order by a Support Contract.

9. **THIRD PARTY SOFTWARE**

- 9.1 If the Supplier provides any Equipment which has pre-installed Third Party Software or is supplied with Third Party Software as standard, the Supplier shall use its reasonable endeavours to pass on to the Customer the benefit of any Licence provided with such Third Party Software
- 9.2 Notwithstanding clause 9.1 above, it shall be the Customer's sole responsibility for ensuring that it has the benefit of all necessary licences in connection with the use and operation of any Third Party Software and no warranty is provided by the Supplier in this regard.

10. **WARRANTY**

- 10.1 The Supplier's own products and services are excluded from any manufacturer's warranty. The Supplier will not accept any liability whatsoever for Goods and Services not covered by a support contract.

- 10.2 If the Supplier provides services in relation to Goods & Services not covered by a support contract then this will be chargeable at the rates applicable at the time as per paragraph 4.2. The Supplier will use its best endeavours in providing such services but this work is not warranted.
- 10.3 The Supplier itself does not warrant third party products. Where the Supplier supplies third party hardware, the Supplier will use its reasonable endeavours to pass on to the Customer the benefit of any third party warranty which will usually be supplied by a third party manufacturer as specified in the documentation provided with the third party products.
- 10.4 The Supplier shall not in any circumstances be liable for a breach of the warranty under a support contract unless:
- (a) the Customer gives written notice of the defect to the Supplier within seven days of the time when the Customer discovers or ought to have discovered the defect; and
  - (b) after receiving the notice, the Supplier is given a reasonable opportunity of examining such defect.
- 10.5 The Supplier shall not in any circumstances be liable for a breach of the warranty in condition 10.3 if:
- (a) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods & Services or (if there are none) good trade practice; or
  - (b) the Customer alters or repairs the relevant Goods & Services without the written consent of the Supplier.
- 10.6 The Supplier shall not in any circumstances be liable for any damage or defect to any equipment or software caused by improper use of the Goods & Services or use outside its normal application.

## 11. REMEDIES

- 11.1 The Supplier shall not in any circumstances be liable for any non-provision of Goods & Services (even if caused by the Supplier's negligence) unless the Customer notifies the Supplier in writing of the failure to provide the Goods and Services within seven days after the scheduled provision date.
- 11.2 Any liability of the Supplier for non-delivery of the Goods & Services shall in all circumstances be limited to replacing the Goods & Services within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods & Services.
- 11.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under condition 15), the Customer shall in all circumstances be liable to pay to the Supplier all reasonable costs, charges or losses sustained by it as a result, subject to the Supplier notifying the Customer in writing of any such claim it might have against the Customer in this respect.

## 12. LIMITATION OF LIABILITY

- 12.1 The following provisions set out the entire financial liability of the Supplier (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of the Contract howsoever arising; and
  - (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising out of or in connection with the Contract.
- 12.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 12.3 Nothing in these conditions excludes or limits the liability of the Supplier for:
- (a) death or personal injury caused by the Supplier's negligence; or
  - (b) fraud or fraudulent misrepresentation.
- 12.4 Subject to condition 12.2 and condition 12.3:
- (a) the Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
    - (i) loss of profits;
    - (ii) loss of business;
    - (iii) depletion of goodwill or similar losses;
    - (iv) loss of anticipated savings;

- (v) loss of goods;
  - (vi) loss of contract;
  - (vii) loss of use;
  - (viii) loss or corruption of data or information; or
  - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Supplier's total liability in contract, tort (including without limitation negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price payable for the Goods & Services under condition 4.

**13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1 If the Supplier designs or manufactures the Goods & Services, or applies any process to them, in accordance with a specification submitted or prepared by the Customer or any other information provided by the Customer, the Customer shall indemnify and keep indemnified the Supplier against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from the Supplier's use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of the Supplier.
- 13.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Goods & Services are and shall remain the sole property of the Supplier or (as the case may be) third party rights, owner.
- 13.3 The Supplier shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Supplier.
- 13.4 The Supplier's Intellectual Property Rights in and relating to the Goods & Services shall remain the exclusive property of the Supplier, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.
- 13.5 In relation to the Supplier Software:
- (a) nothing contained in these conditions shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals; and
  - (b) the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence Contracts, terms of use and registration requirements relating to them.

**14. GDPR**

- 14.1 Policies relating to compliance and best practises are available on request and referred to as Privacy Policy, Cookie Policy and Data Processing Policy. These policies can also be viewed on [www.logma.co.uk](http://www.logma.co.uk)

**15. TERMINATION**

- 15.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Contract or suspend any further deliveries under the Contract without liability to the Customer and, if the Goods & Services have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous Contract or arrangement to the contrary if:
- (a) the ability of the Customer to accept delivery of the Equipment is delayed, hindered or prevented by circumstances beyond the Customer's reasonable control;
  - (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
  - (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer;

- (f) the holder of a qualifying floating charge over the assets of Customer has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the Customer;
- (h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(b) to clause 15.1(h) (inclusive); or
- (j) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

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

15.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**16. FORCE MAJEURE**

The Supplier reserves the right to defer the date of delivery, or to cancel the Contract or reduce the amount of Goods & Services ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (Force Majeure Event).

**17. ENTIRE AGREEMENT**

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

17.2 Each party acknowledges that in entering into this Contract it does not rely on, and 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 Contract.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

17.4 Nothing in this clause shall limit or exclude any liability for fraud.

**18. GENERAL**

18.1 Assignment and other dealings.

- (a) The Supplier 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 the Supplier.

18.2 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.
- (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 18.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second 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, 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.

18.3 Severance.

- (a) 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.

- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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.

18.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

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

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

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