



# TERMS AND CONDITIONS FOR THE SUPPLY OF HULLWIPER LTD SERVICES

## 1. INTRODUCTION AND INTERPRETATION

- 1.1 These are the standard terms and conditions which shall apply to all Contracts (defined in clause 2.1 below) entered into between the Supplier and a Customer for the supply of the Services.
- 1.2 The Customer's attention is drawn to clauses in these Conditions which may limit the Supplier's liability, may require the Customer to indemnify the Supplier in certain circumstances and which may limit time, including but not limited to clauses 4, 10 and 13.1.
- 1.3 Definitions.

In these Conditions, the following definitions apply:

*Business Day*: a day (other than a Friday or Saturday or public holiday in the United Arab Emirates or other day designated in the United Arab Emirates as a non-working day from time to time) when banks in United Arab Emirates are open for business.

*Cleaning Charge*: the unit cost of the hull cleaning by the HullWiper as set out in the Quotation multiplied by the area cleaned as detailed in the Report or the estimate as contained in the Quotation if the clean was aborted for any reason.

*Conditions*: these standard terms and conditions of the Supplier as amended from time to time in accordance with clause 13.8.

*Confidential Information*: any information or data, or both including, but not limited to, any kind of business, commercial or technical information and data whatsoever regarding or otherwise in connection with the HullWiper, the Services or the Supplier that is demonstrably non-confidential in nature howsoever communicated to a party by or on behalf of the other party and irrespective of the medium in which that information or data is embedded.

*Customer*: the person or firm who purchases Services from the Supplier.

*Customer Default*: has the meaning set out in clause 4.2.

*Disbursements*: any port costs paid in connection with the Services and all reasonable disbursements properly and necessarily incurred by the Supplier and its individuals in connection with the provision of the Services, subject to production of receipts or other



appropriate supporting documentation.

*Due Date:* the due date for any payment as set out in the Contract or as otherwise agreed in writing by the parties.

*Final Charges:* the Cleaning Charge plus Disbursements plus Mobilisation and Demobilisation Charges.

*Final Invoice:* the invoice submitted by the Supplier to the Customer setting out the Final Charges plus any Waiting Charges associated with the provision of the Services.

*Force Majeure Event:* means an event beyond the reasonable control of the Supplier including but not limited to 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 network, acts of war, danger of war, acts of terrorism, civil war, decrees or restraints by government authorities, entry and exit restrictions, restraints of princes, rulers or people, acts of civil or military authority, malicious damage, governmental orders, quarantine, stoppage or restraint of labour, riots, slowdowns, boycotts, sabotage, labour unrest (except if limited to the Party affected), breakdown of plant or machinery, overburdening of any port, default of suppliers or subcontractors, fire, explosion, cyclone, flood, drought, or any acts of God, casualty or accident, disease, epidemic, pandemic or any irresistible act of nature.

*HullWiper:* the machine used for cleaning the hulls of Customer's vessel. The Supplier is the legal owner of the HullWiper brand, equipment, material and intellectual property (including patents and trademarks).

*Intellectual Property Rights:* all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

*Mobilisation and Demobilisation Charges:* the cost of mobilising and demobilising the HullWiper and its associated equipment.

*Quotation:* the document sent to the Customer by the Supplier listing and describing the Services to be provided and including a breakdown of the estimated costs of the Services and area to be cleaned based on the information provided by the Customer.

*Report:* a detailed report of the Services provided to the Customer by the Supplier which is to include confirmation of the actual area cleaned.



*Services:* the services supplied by the Supplier to the Customer as set out in the submitted Quotation.

*Supplier:* HullWiper Ltd, a company is incorporated and registered in British Virgin Islands under number 1578593 with Intertrust Corporate Services (BVI) Limited at registered office address Ritter House, Wickhams Cay II, Road Town, Tortola, VG 1110, Virgin Islands, British and having its place of business at GAC Logistics Park South Zone CDC-5 Building No. S03 Street No. 108 P.O. Box 17041 JAFZA South Zone-1, Dubai, UAE.

*VAT:* any amount in respect of value added tax chargeable for the time being.

*Waiting Charges:* USD 2,500 per hour waiting charge, subject to a maximum of USD 10,000 per day.

#### 1.4 Construction.

In these Conditions, the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its personal representatives, successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- d) a reference to in writing or written includes faxes and e-mails.

## 2. BASIS OF CONTRACT

- 2.1 The Quotation sent to the Customer by the Supplier or the Supplier's representative and these Conditions constitute the entire agreement between the Customer and the Supplier for supply of the Services (the "Contract") and acts as an estimate of the cost of the Services.
- 2.2 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between the Supplier and the Customer for the supply of the Services.



- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 Any Quotation given by the Supplier shall not constitute a binding offer and is only valid for a period of 30 Business Days from its date of issue.
- 2.5 In the case of any conflict or inconsistency between these Conditions and the Quotation, the specific terms of the Quotation shall prevail.

### **3. SUPPLY OF SERVICES**

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the submitted Quotation in all material respects and these Conditions.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the submitted Quotation, but any such dates shall be estimates only and may be affected by adverse weather conditions and water visibility.
- 3.3 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and/or vessels and that have been communicated to it, provided that the Supplier shall not be liable under these Conditions if, as a result of such observation, it is in breach of any of its obligations under these Conditions.
- 3.4 The Supplier shall have the right to make any changes to the Services, without the Customer's prior consent, which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer of any such changes made by the Supplier.
- 3.5 The Supplier shall obtain and maintain all necessary licences, consents, work permits (for its personnel only) and comply with all relevant legislation in relation to the Services and the use of its equipment.
- 3.6 The Supplier shall provide all necessary equipment, tools, documentation and suitably qualified and training personnel to undertake the Services.
- 3.7 The Supplier shall provide to the Customer the Report. If stated in the Quotation the Supplier shall also provide a digital recording of the entire cleaning procedure to the officer in charge of the Customer's vessel and a separate digital recording can be sent to the Customer upon request.
- 3.8 The HullWiper is able to substantially remove algae, seaweed, slime, seagrass, other soft organic material and "soft" barnacles or spots of young barnacles that are present on the coated surfaces of vessels which have not grown into the coated surfaces. The HullWiper is



unable to clean “hard” barnacles (being barnacles of a calcareous formation which have grown into the coated surfaces of vessels).

- 3.9 Barnacles (or other calcareous build ups) which stand out from the coating 10mm or more will not be removed by the Supplier due to the constraints of the HullWiper and the strict environmental regulations imposed on the Supplier by the various port authorities.

#### **4. CUSTOMER'S OBLIGATIONS**

4.1 The Customer shall:

- a) ensure that the terms of and any information it provides to the Supplier is complete and accurate;
- b) co-operate with the Supplier in all matters relating to the Services;
- c) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and/or vessels;
- d) provide details of two persons who shall be the first point of contact of the Customer and available to be contacted by the Supplier on a 24 hour a day basis;
- e) confirm the expected location at which the Customer's vessel will arrive and the time of arrival of the Customer's vessel undergoing the Services well ahead of the arrival and in any event no later than 48 hours prior to arrival, and thereafter provide a daily update on the current estimated time of arrival, in order to provide sufficient time for preparation/coordination with all stakeholders, including, but not limited to, the HullWiper operators, crew and port authorities. The time of arrival shall be stated on the Customer's vessel operational completion record. In the event of a delay in access to the Customer's vessel then the penalties and re-scheduling conditions of the Services referred to in clause 4.2(c) shall apply;
- f) ensure that the Supplier, if they so wish, has access to the Customer's vessel undergoing the Services before the Services are scheduled to be performed so as to enable the Supplier to conduct an inspection of the vessel and determine the nature of the Services required for that particular vessel;
- g) ensure that the Supplier has access to the Customer's vessel undergoing the Services and all necessary port/harbour and technical facilities and personnel related thereto to complete the Services;
- h) ensure that the Supplier has sufficient space around the Customer's vessel to allow it to undertake the Services and that the area on the Customer's vessel to be cleaned is free from any interference;



- i) provide the Supplier with all necessary technical information (including, but not limited to any special features, nature of propellers and rudders, or obstructions), speed reduction, information, special precautions, and any other relevant information on the Customer's vessel to enable the Supplier to undertake the Services and ensure that such information is accurate in all material respects;
- j) provide the Supplier with accurate information regarding the area of the Customer's vessel that is required to be cleaned, the type of growth to be removed by the Supplier and the scope and extent of the required work in order to enable the Supplier to provide to the Customer a Quotation; and
- k) excluding those licences, permits and consents referred to in clause 3.5, obtain and maintain all necessary licences, permissions and consents which the Customer may be required to hold before the date on which the Services are to start.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act, inaccuracy or omission by the Customer or failure by the Customer to perform any relevant obligation:

- a) the Supplier shall, without limiting any of its other rights or remedies under the Contract or by law, have the right to suspend performance of the Services until the Customer remedies the Customer Default. During such time, the Supplier shall be relieved from the performance of any of its obligations under the Contract;
- b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay performing any of its obligations as set out in this clause 4.2;
- c) unless due to a Force Majeure Event, in the event that the Supplier's access to the Customer's vessel is delayed beyond the time agreed in the Contract, the Customer shall pay the Supplier Waiting Charges in addition to the Final Charges in respect of any such attendance. The Supplier shall arrange for further attendance to take place to enable the Services to be carried out as soon as practically possible, but shall be under no obligation to provide the Services at the time the Customer's vessel becomes available if this would conflict with the Supplier's commitments to its other customers. Once the Services have been carried out, the Supplier shall invoice the Customer the Final Charges plus any Waiting Charges associated with such further attendance; and
- d) the Customer shall reimburse the Supplier upon receiving its written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.3 The Customer shall indemnify and hold the Supplier harmless against any claim for injury and/or death occurring to any person and/or all damage and/or damage to any property



and against all actions, suits, claims, demands, costs, charges or expenses arising to the extent that the same shall have been as a result of the negligence or default of the Customer, its representatives or agents or any third party in the cause of performance of or arising out of or in connection with the Contract.

## 5. CHARGES AND PAYMENT

- 5.1 The Supplier shall submit the Final Invoice to the Customer within 5 Business Days of the provision of the Services.
- 5.2 Unless otherwise agreed in writing by the Supplier, the Customer shall pay the Supplier the amount stated in the Final Invoice in full and in cleared funds, to a bank account nominated in writing by the Supplier within 30 Business Days of receipt of the Final Invoice.
- 5.3 If the environmental conditions on the date the Services are to be undertaken, including but not limited to weather conditions and water visibility prevent the execution of the Services after the HullWiper has been mobilised, the Supplier shall endeavour to provide solutions such that the cleaning can be undertaken within a reasonable time. If the Customer does not agree to these solutions, and the Services cannot be carried out, the Customer will be charged Mobilisation and Demobilisation Charges and Disbursements. If the delay has been caused by inaccurate environmental condition information being provided by the Customer to the Supplier the Customer shall pay the Waiting Charges in addition to Mobilisation and Demobilisation Charges and Disbursements.
- 5.4 If the Customer's vessel is covered in "hard" barnacles which prevent the Supplier from being able to clean with the HullWiper a minimum of 50% of the area of the Customer's vessel as detailed in the Quotation, the Supplier reserves the right to charge the Customer the Mobilisation and Demobilisation Charges and Disbursements in addition to 50% of the estimated Cleaning Charge contained in the Quotation. If 50% or more of the area as detailed in the Quotation can be cleaned by the HullWiper then the Supplier will charge the Customer the Final Charges.
- 5.5 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the Due Date, the Supplier shall have the right to charge interest on the overdue amount at the rate of 12% per annum above the then current HSBC Bank PLC's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 5.6 Should the Supplier find that inaccurate information regarding the area to be cleaned and/or type of growth to be removed has been provided by the Customer and that the area to be cleaned is greater than estimated and/or the type of growth is different, the Supplier reserves the right to revise the Quotation and timeframe. Should the Customer fail to agree to the revised Quotation and timeframe then the Supplier shall be entitled to



refuse to supply the Services or shall provide the Services excluding the area in dispute at the original Cleaning Charge and within the original timeframe. In the event that the Supplier refuses to supply the Services, the Supplier will charge the Customer the Mobilisation and Demobilisation Charges and Disbursements.

- 5.7 Unless otherwise agreed by the parties all amounts payable by the Customer under the Contract are exclusive of VAT. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

## 6. RESTRICTIONS TO THE SERVICES

6.1 The provision of the Services may be limited by certain conditions:

- a) the HullWiper can only operate under water and therefore its effectiveness cannot be guaranteed if cleaning is carried out during high waves and or wave directions whereby parts of the hull is above water in the "wave valleys";
- b) the HullWiper can only clean flat surfaces with a curvature of more than 3.6m;
- c) the HullWiper cannot clean obstructions (for example shafts, portholes, protruding grids and similar surfaces not accessible from the outer surface of the hull);
- d) the HullWiper can only clean areas which are large enough for the HullWiper to access. The HullWiper's dimensions are: 3.0m x 1.5m x .0.80 m (LxWxH);
- e) propeller and rudder cleaning will be limited by the physical limitations associated with divers (such as currents, daylight) and as approved by the dive leader on duty;
- f) in the event that the HullWiper is used to carry out underwater surveys in lieu of statutory hull surveys in dry dock, or to enable a statutory dry dock survey to be postponed, such survey is carried out under the supervision of the relevant classification society which is entirely responsible for the final outcome of the survey and for decisions based on the results of such a survey. If the Supplier renders a report the information is for guidance only; and
- g) safe weather conditions for the work boat as determined by the work boat captain.

## 7. DELAYS IN THE SERVICES BY SUPPLIER

Unless due to a Force Majeure Event, in the event that there is a delay in the provision of the Services caused by the Supplier no Waiting Charges shall be charged. Should the Services be incomplete the Supplier shall charge the Final Charges only for such attendance. The Supplier shall then arrange





for the remaining Services to be carried out as soon as practically possible taking into account the Supplier's commitments to its other customers. The Customer shall only be invoiced for any Waiting Charges caused by the Customer, the Cleaning Charges and Disbursements and for such further attendance. The Mobilisation and Demobilisation Charges of such further attendance should be borne by the Supplier.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 8.2 The Customer acknowledges that, in respect of any third-party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

## **9. CONFIDENTIALITY**

- 9.1 The Customer agrees that it shall, and shall procure that its employees, agents or subcontractors shall, at all times (both during the term of the Contract and after its termination) keep confidential, and shall not use (other than strictly for the purposes of the Contract) and shall not, without the prior written consent of the Supplier, disclose to any third party any Confidential Information, unless:
- a) the information was public knowledge or already known by the receiving party at the time of disclosure; or
  - b) the information subsequently becomes public knowledge other than by breach of the Contract; or
  - c) the information subsequently comes lawfully into the possession of the receiving from third party; or
  - d) required to disclose the Confidential Information by law.
- 9.2 The Customer shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors to whom such disclosure is required for the purpose of discharging the Customer's obligations under the Contract, provided that before any such disclosure the Customer shall make those persons aware of its obligations of confidentiality under the Contract and shall use its reasonable endeavours to ensure that all such persons enter into a confidentiality agreement corresponding to those which bind the Customer. The Customer shall inform the Supplier when Confidential Information is disclosed pursuant to this clause 9.2.



- 9.3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Customer from the Supplier shall be returned promptly on termination of the Contract, and no copies shall be kept. In addition, the Customer shall provide the Supplier with written confirmation that all Confidential Information supplied to or acquired by the Customer has been appropriately destroyed.
- 9.4 This clause 9 shall survive termination of the Contract up to a period of five (5) years from the commencement date of the Contract.

## **10. LIMITATION OF LIABILITY**

- 10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
  - b) fraud or fraudulent misrepresentation; or
  - c) any other liability which it is illegal or unlawful for the Supplier to limit or exclude liability for.
- 10.2 Subject to clause 10.1:
- a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct, indirect or consequential liabilities, including loss of profits; loss of business; additional fuel cost, depletion of goodwill and/or similar losses; loss of contract; loss of use; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising under or in connection with the Contract; and
  - b) the Supplier's total liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the amount invoiced to the Customer.
- 10.3 For the avoidance of doubt, the Supplier shall under no circumstances be responsible for any delay, and/or any costs associated with that delay, in the provision of the Services which are caused by the Customer providing the Supplier with inaccurate information regarding the area to be cleaned and/or type of growth to be removed.
- 10.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.



10.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.6 This clause 10 shall survive termination of the Contract.

## **11. TERMINATION**

11.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 Business Days of that party being notified in writing of the breach;
- b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due, is deemed to be unable or admits its inability to pay its debts;
- c) any proceedings associated with rescheduling any of debts, compromise or arrangement with creditors, winding up, bankruptcy, administration is instigated by that other party, other than in the event the proceedings are for the sole purpose of a scheme of solvent amalgamation or reconstruction; or
- d) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on or before the Due Date.

11.3 Without limiting its other rights or remedies, either party shall have the right to terminate the Contract by giving the other party 5 Business Days' written notice in advance of the date the Services are to be provided.

11.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Supplier reasonably believes that the Customer has become subject to any of the events listed in clause 11.1(b) to clause 11.1(d).

11.5 Without limiting its other rights or remedies, if the reputation, standing, creditworthiness, liquidity or solvency of the Customer should give the Supplier reasonable cause for concern or if the Customer fails to pay any amount due under this Contract on or before the Due Date the Supplier may terminate or suspend (as the case may be) provision of the Services, in accordance with the terms of this clause 11.



## 12. CONSEQUENCES OF TERMINATION

12.1 On termination of the Contract for any reason:

- a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest (if applicable) and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, 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; and
- c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 13. GENERAL

13.1 Force majeure:

- a) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event or in the event of mechanical failure or damage or loss of the HullWiper that is beyond the control of the Supplier.
- b) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 30 calendar days, the Supplier shall, without prejudice to its other rights or remedies under the Contract or by law, have the right to terminate this Contract immediately by giving written notice to the Customer.

13.2 Assignment and subcontracting:

- a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract in any manner any or all of its obligations under the Contract to any third party or agent.
- b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract in any other manner with all or any of its rights or obligations under the Contract.

13.3 Notices:

- a) Any notice or other communication required to be given to a party under or in



connection with this Contract shall be in writing and shall be delivered to the other party by hand or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or sent by fax to the other party's main fax number.

- b) Any notice or other communication shall be deemed to have been duly received if delivered by hand, when left at the address referred to above or 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, on the next Business Day after transmission.
- c) This clause 13.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

#### 13.4 Waiver:

- a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

#### 13.5 Severance:

- a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.6 No partnership: nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.



13.7 Third parties:

- a) Except as expressly provided elsewhere in the Contract, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- b) A person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to the Contract and the rights of such successor or assignee shall, subject to and on any succession or assignment permitted by the Contract, be regulated by the terms of the Contract.
- c) Notwithstanding that any term of the Contract may be or become enforceable by a person who is not a party to it, the terms of the Contract or any of them may be varied, amended or modified or the Contract may be suspended, cancelled or terminated by agreement in writing between the parties, or the Contract may be rescinded (in each case) without the consent of any such third party.

13.8 Variation: Any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

13.9 Governing law and jurisdiction: This 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.