

## PURCHASE ORDER STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

The Purchase Order and these terms and conditions shall form the Agreement between the Supplier and the Customer (the "parties"). If there is any inconsistency between the Purchase Order and these terms and conditions, these terms and conditions shall take precedence, unless the Purchase Order is expressly stated to take precedence over these terms and conditions.

### 1. Definitions

In this Agreement:

- 1.1 **"Affiliate"** means an entity now or hereafter Controlled by, Controlling, or under common Control with a party, or under common Control of a Controlling party which for the avoidance of doubt shall mean any company Controlled by Bank of America Corporation shall be an Affiliate of any other company so controlled.
- 1.2 **"Agreement"** means the Purchase Order and these terms and conditions;
- 1.3 **"Bank of America"** means Bank of America, N.A, a national banking association.
- 1.4 **"Control"** means that an entity owns or controls directly or indirectly 50% or more of the equity representing the right to vote for the election of directors or other managing authority of another entity or where an entity otherwise possesses the power to direct or cause the direction of the management and policies of another entity.
- 1.5 **"Customer"** means Bank of America or the Bank of America Affiliate that execute the Purchase Order.
- 1.6 **"Customer Materials"** means all materials created and developed for or on behalf of the Customer under this Agreement;
- 1.7 **"Delivery Address"** means the address(es) for delivery of the Goods and/or Services set out on the Purchase Order or as otherwise agreed by the parties in writing;
- 1.8 **"Delivery Date"** means the date(s) for delivery of the Goods and/or Services set out on the Purchase Order or as otherwise agreed by the parties in writing;
- 1.9 **"Goods"** means the goods set out on the Purchase Order or as otherwise agreed by the parties in writing;
- 1.10 **"Intellectual Property Rights"** means (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
- 1.11 **"Personal Data"** means any information that can specifically identify an individual, together with any other information that relates to an individual who has been so identified;
- 1.12 **"Price"** means the price of the Goods and/or Services as agreed by the parties and set out on the Purchase Order or as otherwise agreed by the parties in writing. The Price excludes VAT, which shall be payable by the Customer at the applicable rate;
- 1.13 **"Purchase Order"** means the relevant purchase order issued by the Customer;
- 1.14 **"Services"** means the services set out on the Purchase Order or as otherwise agreed by the parties in writing;
- 1.15 **"Specification"** means the specification for the Goods or Services (as appropriate) as set out on the Purchase Order or otherwise agreed by the parties in writing;
- 1.16 **"Supplier"** means the supplier whose details are set out on the Purchase Order.

### 2. Terms for the Supply of the Goods and Services

- 2.1 The Customer orders and Supplier agrees to supply the Goods and/or Services on the terms and condition of this Agreement.
- 2.2 These terms and conditions shall be deemed incorporated into and made part of each submission of a Purchase Order. For the avoidance of doubt, the parties agree that no provision in any acknowledgement or acceptance of or

response to a Purchase Order shall form part of this Agreement unless agreed by the parties in writing.

- 2.3 Each Purchase Order and these terms and conditions shall form a distinct and separate agreement. No variation of it shall be valid unless agreed by the parties in writing.
- 2.4 Delivery of the Goods and/or Services by the Supplier to the Customer shall be deemed conclusive evidence of Supplier's acceptance of this Agreement.
- 2.5 Time of delivery of the Goods and Services shall be of the essence of this Agreement.
- 2.6 The Supplier agrees to provide reasonable assistance to enable the Customer to use the Goods and/or Services to its best advantage. Unless expressly otherwise agreed by the parties in writing, the Goods and Services may be used by the Customer and Bank of America and its Affiliates from time to time.

### 3. Purchase Order

- 3.1 The Customer shall submit any proposed Purchase Order in writing or by electronic means to the Supplier.
- 3.2 The Supplier shall within five (5) days of the date of each proposed Purchase Order submitted to it respond to each Purchase Order confirming its interest in that Purchase Order and this confirmation shall constitute the acceptance of that Purchase Order by the Supplier for the supply of the Goods and/or Services set out on the Purchase Order on these terms and conditions and those set out in the Purchase Order.
- 3.3 The Customer may withdraw, modify or cancel any Purchase Order which has not been accepted by the Supplier.

### 4. Price and Payment

- 4.1 Unless specified in the Purchase Order or otherwise agreed by the parties in writing, the Price of the Goods shall include:
  - (a) secure and proper packing, storage, installation and transport; and
  - (b) safe delivery to the Delivery Address(es) on the Delivery Date(s).
- 4.2 If the Price is omitted on the Purchase Order, then it is agreed that the price shall be the lowest prevailing market price for such Goods or Services.
- 4.3 Unless otherwise set out in the Purchase Order or agreed by the parties in writing, the Customer shall pay the Price to the Supplier not earlier than thirty (30) days after the later of:
  - (a) the Customer's receipt of accurate and comprehensive details of Supplier's bank account;
  - (b) the Customer's receipt of the Goods;
  - (c) completion of the Services to the Customer's satisfaction; or
  - (d) the Customer's receipt of a valid, correct and undisputed invoice for the Goods and/or Services from Supplier quoting the Purchase Order number.
- 4.4 Supplier agrees that the Customer may set off against the Price any payments due to the Customer from the Supplier under this Agreement or any other agreement.
- 4.5 Upon request by the Customer, the Supplier shall provide the Customer with any information, certificates, documentation or statements in relation to any payments.
- 4.6 In connection with any discount offered for prompt payment, the time period for earning the discount will be calculated from the date the correct invoice is received by the Customer. If the Supplier announces a reduction in the price for any Goods and/or Services before the Goods have been shipped or Services have been completed, the

new discounted price will automatically apply and the Customer will be invoiced accordingly.

## 5. Delivery, Title and Risks

- 5.1 The Goods shall be securely and properly packed by Supplier.
- 5.2 Supplier shall deliver the Goods and/or supply the Services to the Delivery Address(es) on the Delivery Date(s). If Supplier fails to deliver the Goods or Services on the Delivery Date(s), then the Customer may cancel the Purchase Order in whole or in part without any liability or limiting any other right under this Agreement.
- 5.3 On delivery, the Supplier shall ensure that the Goods are signed for by a duly authorised member of the Customer.
- 5.4 Title of the Goods and risk of loss shall not pass to the Customer until the Goods are accepted by the Customer in accordance with section 7.
- 5.5 The Supplier shall deliver the Goods with such documentation as is necessary to enable the Customer and Bank of America and its Affiliates to use the Goods safely and effectively.
- 5.6 If samples and/or proofs are required under a Purchase Order, the Supplier shall not forward quantity shipments until the Customer has approved in writing Supplier's samples and/or proofs.

## 6. Warranties and Representations

- 6.1 The Supplier warrants and represents to the Customer and Bank of America that:
  - (a) the Goods shall be:
    - (i) of satisfactory quality;
    - (ii) fit for the purposes;
    - (iii) in accordance with the Specifications;
    - (iv) of first class materials, workmanship and design; and
    - (v) new and unused;
  - (b) the Services shall be supplied in accordance with the Specifications;
  - (c) the Supplier, its employees, agents and sub-contractors will provide the Services and carry out all of Supplier's obligations under this Agreement with all reasonable skill and care, in a timely and professional manner, and using appropriately skilled and experienced personnel;
  - (d) the Supplier shall meet all timelines agreed by the parties under this Agreement;
  - (e) the Supplier shall maintain sufficient trained and experienced staff to supply the Goods and/or Services under the terms of this Agreement;
  - (f) the Supplier has and shall have the rights and powers to enter into and perform all of its obligations under this Agreement and its proposed activities hereunder do not and shall not infringe any laws, regulatory requirements or any rights of any third party; and
  - (g) the Supplier holds and shall hold any and all necessary licences and has otherwise complied and shall comply in all respects with the requirements of all applicable statutes, laws, regulations, order decrees and other requirements having the force of law or regulation and codes of practice .
- 6.2 Where the Goods or any part of them are manufactured by a third party the Supplier shall, in addition to the Supplier obligations in this Agreement, pass on to the Customer the benefit of any guarantee, condition and warranty granted by the manufacturer in relation to such Goods. The Supplier shall use its best efforts to pass on to the Customer any servicing agreement that the Supplier received from the manufacturer in respect of such Goods.

## 7. Defects

- 7.1 The Customer shall be entitled to reject any of the Goods delivered which are not in accordance with the Specifications and shall not be deemed to have accepted any Goods until the Customer has had a reasonable time

to inspect them following the delivery and within such reasonable time does not notify the Supplier of any defect.

- 7.2 If any of the Goods are found to be defective, not in accordance with the Specifications or do not comply with any of the warranties or representations set out in section 6.1 ("**Defective Goods**"), the Customer may, at its option:
  - (a) reject all the Defective Goods together with any other Goods and Services included in the same Agreement, or any part of them without any liability; and/or
  - (b) require the Supplier to replace such Defective Goods; and/or
  - (c) require the Supplier to repair such Defective Goods. Supplier shall replace or repair the Defective Goods within seven (7) days from the date of the Customer's notification or such other time period as the parties may agree in writing.
- 7.3 Upon occurrence of any of the events set out in section 7.2, the Supplier shall, at Supplier's cost and expense:
  - (a) collect the Goods that have been rejected, or which the Customer requires to be repaired or replaced (as appropriate) from the Customer; and
  - (b) return the replacement or repaired Goods to the Customer to the Delivery Address or any other address indicated by the Customer.
- 7.4 If any of the Services are not supplied in accordance with this Agreement, the Customer has the right to reject and terminate the Services together with any other Goods and Services included in the same Agreement, or any part of them without any liability.
- 7.5 In the event that the Customer rejects any Goods pursuant to Section 7.2(a) above or the Services pursuant to Section 7.4 above, the Supplier shall immediately refund any payments made by the Customer in respect of such Goods or Services.

## 8. Intellectual Property Rights and Ownership

- 8.1 The Supplier warrants that Supplier's performance of this Agreement and the use by the Customer, Bank of America and its Affiliates of the Goods and Services do not and will not infringe Intellectual Property Rights or other rights of any third party.
- 8.2 All Intellectual Property Rights in the Customer Materials shall belong to the Customer and shall vest in the Customer unconditionally and immediately on creation of such Intellectual Property Rights. The Supplier agrees to transfer to the Customer, with full title guarantee, all right title and interest in and to these Intellectual Property Rights, in full, without any limitation and/or encumbrance, so that the Customer shall be the exclusive owner of these Intellectual Property Rights. To the extent that such transfer of Intellectual Property Rights is not (fully) possible or enforceable, the Supplier undertakes to execute any deeds and documents and do anything as the Customer may reasonably require to vest all those Intellectual Property Rights in the Customer and irrevocably authorises the Customer to do all that may be necessary in order to effect such transfer.
- 8.3 All materials, including drawings, specifications, and tools furnished or paid for by the Customer or Bank of America or any of its Affiliates shall be the property of the Customer or Bank of America or such Affiliate and shall only be used by the Supplier in relation to the performance of the Supplier's obligations under this Agreement. Such materials while in Supplier's custody or control shall be held at Supplier's risk, shall be kept insured by the Supplier, at Supplier's expense, in an amount equal to the replacement cost with loss payable to the Customer, and shall be returned to the Customer upon demand, in which event, the Supplier shall prepare such materials properly for shipment and shall deliver the same to the Customer in the same condition as originally received by the Supplier, reasonable wear and tear accepted.

9. **Indemnity and Insurance**

9.1 The Supplier will indemnify, defend and hold the Customer, Bank of America and its Affiliates harmless from and against all losses, liabilities, judgments, amounts agreed upon in settlement, costs, expenses (including attorney's fees and costs of investigation) and damages that the Customer, Bank of America and its Affiliates (or any of them) may suffer or incur that arise out of, are in connection with or result from:

- (a) any Goods or Services infringing, violating or misappropriating any Intellectual Property Rights;
- (b) negligent acts or omissions or wilful misconduct of the Supplier, its employees, agents, authorized representatives or subcontractors;
- (c) bodily injury (including death) or damage to property caused by, arising out of, connected with or resulting from any Goods or Services or out of the acts, or omissions of the Supplier or any of its officers, directors servants, employees, agents, authorized representatives, subcontractors, or others, whether such act or omission to act be negligent or not, and whether or not such act or omission to act be within or without the scope of employment.

9.2 In the event of a claim relating to any actual or alleged infringement, violation or misappropriation of Intellectual Property Rights of any third party, the Supplier will promptly and as required by the Customer:

- (a) procure for the Customer the right to continue using the affected Goods or Services free from any infringement, violation or misappropriation;
- (b) modify the Goods or Services in such a way that it is no longer infringing, violating or misappropriating any Intellectual Property Rights, all without incurring a loss of functionality or performance;
- (c) promptly replace the Goods or Services with other products or services free from infringement, violation or misappropriation of any Intellectual Property Rights of any third person which have the same or better performance/functionality capabilities than the original Goods or Services; or
- (d) accept the return of any affected Goods and (at Customer's option) all or any other Goods included in the same Agreement, at Supplier's expense and promptly refund to the Customer all monies paid in connection with such Goods together with any amounts monies paid in connection with the supply of any Services included in the same Agreement
- (e) in the case of Services only, cease the supply of the such Services and promptly refund to the Customer all monies paid in connection with all Services provided under that Agreement, save for those which have been fully performed at that date and for which the benefit can be fully utilised by the Customer, notwithstanding that all Services have not been completed.

9.3 The Supplier shall, at its own expense, secure and maintain in full force and effect, the following minimum insurance coverages, and other coverages which may be reasonable and customary for Supplier's industry, with an insurance company which is at least "A" rated by A.M. Best Company or equivalent:

Public Liability	£2,000,000	(any one occurrence)
Products Liability	£1,000,000	(any one period of insurance)
Employer's Liability	£5,000,000	(any one occurrence)

Upon request by the Customer, the Supplier shall furnish to the Customer the certificates or cover notes providing sufficient evidence of compliance with this section.

9.4 The number of claims during the period of insurance shall not be limited.

9.5 The rights and remedies of the Customer, Bank of America and its Affiliates provided in this section 9 shall

not be exclusive and are in addition to any other rights and remedies available at law or in equity.

10 **Confidentiality**

10.1 For the purposes of this clause, "**Confidential Information**" means all information of a confidential nature disclosed by whatever means by the Customer, Bank of America or any of its Affiliates either directly or from any person associated with the Customer, Bank of America or any of its Affiliates, to the Supplier which concerns the business, operations or customers of the Customer, Bank of America or any of its Affiliates and includes the provisions and subject matter of this Agreement and any agreements or documents executed by the parties in connection with this Agreement.

10.2 The Supplier shall keep, and shall procure that each of its associated persons, including but not limited to employees, directors, agents, sub-contractors and professional advisers, shall keep, the Confidential Information confidential and not disclose it to any person, other than as permitted under this section 10.

10.3 Section 10.2 shall not apply to the disclosure of Confidential Information if and to the extent:

- (a) required by any law or by regulation of any country with jurisdiction over the affairs of the Supplier; or
  - (b) required by the rules of any competent authority or securities exchange on which securities of the Supplier are listed; or
  - (c) required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body; or
  - (d) that such information is in the public domain other than through breach of this clause,
- provided that in the case of paragraphs (a), (b) and (c) the Supplier shall to the extent reasonably practicable and permitted by such law, regulation, rules or body promptly notify the Customer in writing and co-operate with the Customer regarding the timing and content of such disclosure and any action which the Customer may reasonably wish to take to challenge the validity of such requirement.

10.4 The Supplier may only use the Confidential Information for the purposes of this Agreement and may provide its employees, directors, agents, sub-contractors, lenders, rating agencies and professional advisers with access to Confidential Information on a strict "need-to-know" basis only. The Supplier shall ensure that each separate recipient is bound to hold all Confidential Information in confidence to the standard required under this Agreement. Where such recipient is not an employee or director of the relevant party (and is not under a professional duty to protect confidentiality) the Supplier shall ensure that the recipient shall enter into a written confidentiality undertaking with the Supplier on substantially equivalent terms to this Agreement, a copy of which shall be provided to the Customer upon written request.

10.5 The Supplier shall not issue any media releases, public announcements or public disclosures relating to the Agreement or use the name or logo of the Customer, Bank of America or any of its Affiliates including, without limitation, in promotional or marketing material or on a list of customers; unless required by legal, accounting or regulatory requirements beyond the reasonable control of the Supplier.

11. **Termination of the Agreement**

11.1 This Agreement may be terminated by a party immediately by written notice to the other party (the "**Defaulting Party**") if the Defaulting Party:

- (a) commits a material or persistent breach of any of its obligations under this Agreement and where such breach is capable of remedy, fails to remedy it within ten (10) days after service of written notice from the other party of such default; or
- (b) is unable to pay its debts or is liable to be wound up

- (c) by a court of competent jurisdiction; or
- (c) enters into a composition or arrangement with its creditors or moratorium is declared in respect of any of its indebtedness or any creditor action; or
- (d) being an individual or partnership, he or any of his partners dies, has a receiving order made against him or commits any act of bankruptcy; or
- (e) takes any action to appoint, to request the appointment of, or suffers the appointment of, a receiver, administrative receiver, administrator, trustee or similar officer over all or a material part of its assets or undertaking; or
- (f) has a winding-up or administration petition presented in relation to it or has documents filed with a court for an administration in relation to it; or
- (g) is affected in any way in any jurisdiction other than England and Wales by anything equivalent to any of the things referred to in paragraphs (b) to (f) above.

11.2 The Customer may terminate this Agreement immediately in whole or in part by written notice if:

- (a) Supplier suffers a change of control; or
- (b) Supplier transfers all, or substantially all, of its assets; or
- (c) the association with the Supplier is considered to be adverse to Bank of America's or any of its Affiliate's business or interests.

11.3 The Customer may terminate this Agreement immediately in whole or in part without cause on thirty (30) days' prior written notice to the Supplier.

11.4 Upon termination of this Agreement by the Customer pursuant to section 11.2 or 11.3:

- (a) the Supplier shall be compensated proportionately to the extent that Goods and/or Services have been accepted by the Customer prior to the effective date of termination less any deductions or offsets, and the Customer shall have no further liability in respect of such termination or Agreement; and
- (b) the Supplier shall immediately refund to the Customer any advance payments made by the Customer less the amounts referred to (a) above.

11.5 Upon termination or expiration of this Agreement, Supplier shall immediately return any documents or materials property of the Customer, Bank of America or any of its Affiliates in Supplier's possession, as the Customer may direct. Failure to do so, the Customer shall be entitled to access Supplier's premises to recover such property.

11.6 Any termination of this Agreement for any reason shall be without prejudice to any rights or obligations which have accrued before termination and shall not destroy or diminish the binding force of any of the provisions of this Agreement which are expressly or by implication intended to come into force on, or continue in force after such termination.

## 12 Audit

The Supplier shall maintain, at its own cost, financial records for a period of seven (7) years or as otherwise required by law. The Customer shall be entitled at its own discretion to conduct at least one audit per calendar year of the Supplier's systems and procedures insofar as they relate to the supply of the Goods and Services.

## 13. Review

The Customer may request to Supplier to meet on a quarterly basis to review Supplier's performance of its obligations under this Agreement. Both the Customer and the Supplier shall ensure that a senior representative attends each meeting on their behalf.

## 14. Data Protection

14.1 The Supplier acknowledges and agrees that, and shall inform its employees, agents and subcontractors (if relevant) that, any Personal Data furnished by Supplier to the Customer, Bank of America or any of this Affiliates, under or pursuant to this Agreement, may be passed to

and accessed by the Customer, Bank of America and any of its Affiliates, who may also be located outside of the United Kingdom.

14.2 The Supplier acknowledges and agrees that, to the extent it receives or accesses, any Personal Data from the Customer, Bank of America or any of its Affiliates then the Supplier shall:

- (a) use such information only to the extent necessary to carry out its obligations under this Agreement and act only on the Customer's instructions in relation to the processing of any Personal Data;
- (b) keep Personal Data confidential and not disclose it to any third parties unless they are used by the Customer in connection with providing the Goods and Services under this Agreement and provided such third parties have agreed in writing to be bound by provisions substantially similar to the terms of this section 14;
- (c) limit internal access to Personal Data to a need to know basis;
- (d) maintain appropriate technical and organisational measures to secure and protect such information against the unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- (e) promptly notify the Customer of any loss, theft or unauthorised access of any Personal Data or other events contravening any of the foregoing provisions;
- (f) promptly and in a secure manner return or destroy the Personal Data upon termination or the full performance of this Agreement; and
- (g) comply with all privacy laws and regulations applicable to such Personal Data.

14.3 The Supplier shall not transfer any Personal Data in relation to this Agreement outside the European Economic Area without the prior written consent of the Customer and subject to Supplier entering any other agreements with the recipients of any such Personal Data as the Customer deems necessary.

14.4 If the subject of any Personal Data makes a written request to Supplier for access to any relevant Personal Data held or processed under this Agreement, Supplier shall immediately notify the Customer and shall comply with the instructions of the Customer in relation to any response to any such request.

## 15 Changes

The Supplier shall make no changes to the Purchase Order except as authorized in writing by the Customer. The Customer may at any time, by written notice, make changes in any one or more of the following, (a) drawings, designs, or specifications; (b) method of shipment or packing; (c) quantities of goods to be furnished; (d) Delivery Address(es), and (e) Delivery Date(s). If any such change causes an increase or decrease in the Price or the time required for the performance of any part of the work under the Purchase Order, an equitable adjustment shall be negotiated in the Price or delivery schedule, or both, and the Purchase Order shall be modified in a writing agreed to by both parties. Any claim by the Supplier for adjustment under this clause must be asserted in writing within five (5) days from the date of receipt by the Supplier of the notification of change required by the Customer.

## 16 General

16.1 Unless otherwise agreed by the parties in writing, any notice or other communication to be given under this Agreement must be in writing (which includes fax and electronic mail) and may be delivered or sent by post, fax or electronic mail to the party to be served at its address set out on the Purchase Order. Any notice or other document sent by post shall be sent by prepaid first class post (if within the United Kingdom) or by prepaid airmail (if elsewhere). Any notice or other formal communication

- shall be deemed to have been given: (a) if delivered, at the time of delivery; (b) if posted within the same country: at 10.00 a.m. on the second business day after it was put into post, if posted internationally: at 10.00 a.m. on the seventh business day after it was put into post; (c) if sent by fax, on the date of transmission, if transmitted before 3.00 p.m. on any business day, and in any other case on the business day following the date of transmission; or (d) if sent by e-mail, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.
- 16.2 In proving service of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid first class post or by prepaid airmail, that the fax was properly addressed and transmitted or that the e-mail was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's e-mail system. Clause 16.1 and 16.2 shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Agreement.
- 16.3 The Supplier may not assign, transfer, charge or dispose any of its rights or obligations under this Agreement to any third party without the Customer's prior written consent. No such assignment, transfer, sub-contract or disposal even if consented to, shall relieve the Supplier of Supplier's obligations under this Agreement. The Supplier shall procure that any permitted sub-contractor enters into a confidentiality agreement as the Customer shall require.
- 16.4 If any part, term, provision or clause of this Agreement proves to be invalid or unenforceable, the validity or enforceability of the remaining parts, terms, provisions and clauses will not be affected. The rights and obligations of the parties will be construed as if this Agreement did not contain the particular invalid or unenforceable part, term, provision or clause.
- 16.5 The rights of each party under this Agreement:  
(a) may be exercised as often as necessary;  
(b) unless otherwise expressly provided in this Agreement, are cumulative and not exclusive of rights and remedies provided by law; and]  
(c) may be waived only in writing and specifically.  
Delay in exercising or non-exercise of any such right is not a waiver of that right.
- 16.6 A waiver (whether express or implied) by one of the parties of any of the provisions of this Agreement or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of this Agreement.
- 16.7 This Agreement contains all the terms which the parties have agreed and supersedes all provisions, contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between the parties whether written, arising from custom or oral in relation to the transactions provided for this Agreement.
- 16.8 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, a party the agent of the other party for any purpose.
- 16.9 The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement.
- 16.10 Any variation of this Agreement shall not be binding on the parties unless set out in writing, expressed to vary this Agreement, and signed by authorised representatives of each of the parties.
- 16.11 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Agreement by executing a counterpart.
- 16.12 The language of this Agreement and the transactions envisaged by it is English and all notices, demands, requests, statements, certificates or other documents or communications shall be in English unless otherwise agreed in writing. If this Agreement or any other related documents are translated into another language, the English version shall prevail.
- 16.13 This Agreement is governed by English law. Any non-contractual obligations arising out of or in connection with this Agreement shall be governed by English law.
- 16.14 The English courts have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this Agreement (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this Agreement) and the parties submit to the exclusive jurisdiction of the English courts.

August 2010