

## **Standard Conditions of Purchase**

### **1. General**

- 1.1 These Conditions are the only conditions on which Fabrinet UK is prepared to deal with the Supplier and they will govern the Contract and all Fabrinet UK future purchases from the Supplier
- 1.2 No goods (Products or Services) will be accepted or paid for except against the official order from Fabrinet UK. The official order number should be quoted on all relevant Advice Notes, Invoices or other correspondence
- 1.3 Each order shall contain details of the goods required (the Products or Services; hereafter Products is taken to be Products or Services), required despatch date (Despatch Date) and unit price (Price) for the Products
- 1.4 No variation of an order will be recognised unless in writing and signed or initialled by a Director or the Buyer
- 1.5 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement, specification or similar document will form part of the Contract between the parties and the Supplier waives any right which it otherwise might have to rely on such terms and conditions
- 1.6 Any reference to the Suppliers quotation or other similar document will not be deemed to imply that any terms, conditions or warranties endorsed upon, delivered with, referred to or stipulated or contained in such quotation or other similar document will have effect to the exclusion or amendment of these Conditions
- 1.7 These Conditions apply to all Fabrinet UK' purchases and any variation to these Conditions shall have no effect unless agreed in writing by Fabrinet UK
- 1.8 The Supplier will be deemed to have accepted these Conditions if the Supplier supplies any Products to Fabrinet UK or otherwise acts in accordance with the order

### **2. Prices**

- 2.1 Where a price matrix which includes the relevant Product has been agreed in advance between the parties the Prices will be fixed for the duration of the Contract in accordance with the price matrix (and not subject to any form of surcharge or variation) otherwise all Prices stated in the order shall be fixed for the duration of the Contract and not subject to any form of surcharge or variation
- 2.2 The Prices for all Products shall be confirmed in each order. Price shall include all direct, indirect and incidental charges relating to the sale and delivery of the Product to the agreed INCO 2010 Terms. Unless expressly agreed elsewhere the agreed INCO Terms are INCO 2010, DAP, Fabrinet UK, Calne, Wiltshire, UK
- 2.3 Where alternative INCO terms are agreed Fabrinet UK freight routing guide must be used. Agreement to use alternate freight arrangements must be agreed in writing by the buyer for costs to accepted by Fabrinet UK
- 2.4 Supplier shall offer Fabrinet UK competitive Prices (equal to if not less than its other key customers) and most favourable terms possible in line with these Conditions. In addition the Supplier shall use its best efforts to maintain a cost reduction programme ensuring that Prices are competitive at all times
- 2.5 No alterations to Price will be accepted unless by prior written agreement of the Buyer or other authorised person

### **3. Despatch Requirements**

- 3.1 The date for the delivery of the Products will be specified in the order. Unless otherwise agreed in writing Fabrinet UK is not obliged to accept the delivery of any Products otherwise than on the due delivery date
- 3.2 The Supplier will deliver the goods to Fabrinet UK or their designated freight forwarder if alternative INCO terms are agreed (as per 2.2- 2.3) or to such other place of delivery as is notified by Fabrinet UK to the Supplier in writing. The Supplier will arrange for the carriage of the goods to the place of delivery and delivery to any such carrier will not be deemed to be delivery to Fabrinet UK (for the avoidance of doubt any such carrier will be deemed to be an agent of the Supplier and not of Fabrinet UK)
- 3.3 Any time or period for despatch, delivery or completion shall be of the essence. Any variation from the required Despatch and Delivery Date shall be advised by the Supplier to Fabrinet UK immediately it becomes known
- 3.4 Failure to meet the specified Delivery Date will entitle Fabrinet UK to make alternative arrangements at its discretion. Additional costs resulting from the revised method will be at the cost of the Supplier
- 3.5 Fabrinet UK shall be entitled to cancel the order or any part thereof at no cost and/or claim reimbursement for all losses and expenses suffered in the event that;
- a) the Supplier fails to deliver the Product in accordance with the terms of the order and in accordance with section 9 of these Conditions
  - b) the Supplier, in the opinion of Fabrinet UK, fails to make progress with the order so as to jeopardise the possibility of the Supplier fulfilling the order in the relevant timescale
- 3.6 The Supplier agrees to supply to Fabrinet UK (on request) any and all necessary declarations and documents relating to the Products

### **4. Assignment and Subcontracting**

- 4.1 Neither the contract between the parties nor any of the work covered by the order shall be sub-contracted or assigned without the prior written permission of Fabrinet UK. Where Fabrinet UK gives its prior written permission the Supplier shall still be responsible for the performance of the order and any acts or omissions of the assignee or sub-contractor

### **5. Quantities**

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

### **6. New Materials**

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

### **7. Packing and Marking**

- 7.1 The Supplier shall prepare and pack all Products in a manner;
- (i) that Fabrinet UK from time to time may reasonably specify or, in the absence of Fabrinet UK' specification, that is consistent with practices customary in the PCB/electronic component industry and

- (ii) necessary to meet a designated carrier's requirements. The Supplier shall mark, or cause to be marked, each shipping container and delivery note to adequately show Fabrinet UK order number, part number, quantity and contents in both barcode and human readable format

## **8. Customs Documentation**

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

## **9. Quality Assurance Health, Safety, Environmental and Inspection Requirements**

- 9.1 Supplier shall ensure that all Products conform to the specifications, drawings, samples, quantity, quality, design, functionality, performance, criteria, description, stipulation and other data supplied by Fabrinet UK designated in the order, or in information provided in respect of the order (the "Specification"). In addition to any Specification the specification detailed in IPC documentation at the time of delivery shall also apply
- 9.2 The Supplier shall ensure that its quality system shall comply with the quality standards reasonably requested by Fabrinet UK from time to time
- 9.3 The Supplier will ensure that the Products are of first-class materials and workmanship and will be executed with reasonable skill and care by properly qualified and experienced persons
- 9.4 The Supplier will ensure that the Products are fit and sufficient for any purpose for which they are commonly supplied or used and for any purpose indicated (either expressly or by implication) in the order or as may be made known by Fabrinet UK to the Supplier prior to the Contract being entered into
- 9.5 The Supplier will ensure that the Products are so designed and manufactured as to be safe and without risk to health or property when properly used
- 9.6 Any drawings and samples supplied must, when called for, be returned in good condition, carriage paid. Drawings supplied are secret and confidential, must be kept at your own works and used only for the purpose of our order and must not be copied or communicated to any other party without express sanction of Fabrinet UK
- 9.7 The Supplier will ensure that the Products are of satisfactory quality and will be free from defects (whether latent or patent) in design (to the extent that the Supplier is responsible for design), materials or workmanship
- 9.8 The Supplier will ensure that the Products comply with all relevant laws, regulations, orders, rules and codes of practice that may be in force in the United Kingdom and such other territories which Fabrinet UK has informed the Supplier that the Products will be supplied from time to time
- 9.9 Certificates of Conformity or release documents shall be supplied with the Products if so specified by Fabrinet UK or in the absence of any specific requirement in accordance with the Suppliers normal practices. The CofC shall stipulate that product specification and quality requirements are met as well as the quality conditions of the supplier's certified Quality Management System, as applicable.
- 9.10 The Supplier will advise Fabrinet UK if the product that they have been asked to quote for, manufacture and/or supply is subject to ITAR or EAR regulations. If no mention of ITAR or EAR appears on the quotation or purchase order acknowledgement then

Fabrinet UK are within their rights to assume that no such regulations or restrictions are applicable

- 9.11 The Supplier declares, guarantees and indemnifies Fabrinet UK that the raw materials, substrates, preparations, components and articles used in, or during, the manufacture of products delivered to Fabrinet UK, or its Customers, do not and will not contain Conflict Minerals
- 9.12 REACH - The Supplier declares, guarantees and indemnifies Fabrinet UK that the raw materials, substrates, preparations, components and articles used in, or during, the manufacture of products delivered to Fabrinet UK are not in breach of the REACH REGULATION (EC) No 1907/2006. The Supplier will formally notify Fabrinet UK at quotation stage and in advance of delivery if any component or mixtures containing a SVHC as published by the ECHA, in accordance with article 59(10) (candidates list) of the REACH regulation. The supplier will also send the relevant SDS (safety sheet) to accompany supply of regulated materials.
- 9.13 The supplier will inform Fabrinet UK which components do and do not comply with the EU RoHS directive (Directive 2011/65/EU)
- 9.14 For initial submissions a first article inspection report in such form as reasonably requested by Fabrinet UK shall be supplied. For subsequent deliveries an outgoing inspection report in such form as reasonably requested by Fabrinet UK shall be supplied
- 9.15 Upon reasonable notice, Fabrinet UK and any customer of Fabrinet UK shall be entitled to visit and inspect Supplier's facility sites during normal business hours and Supplier shall co-operate to facilitate such visits. Fabrinet UK' inspections shall in no way relieve Supplier of its obligation to deliver conforming Product or waive Fabrinet UK' right of inspection and acceptance at the time the Products are delivered. At Fabrinet UK' request, Supplier shall provide relevant inspection, quality and reliability data
- 9.16 The supplier shall operate in accordance with the Modern Slavery Act 2015 and will identify and address any areas of high risk, in any parts of their supply chain
- 9.17 The supplier shall be committed to ethical conduct of business, to national and international laws and respect for human rights. It shall comply with Part II of the Rules of International Chamber of Commerce on Extortion and Bribery in International Business Transactions.
- 9.18 COUNTERFEIT GOODS - The supplier warrants that counterfeit goods will not be knowingly supplied and additionally that the supplier has sufficiently robust sourcing, supplier selection, risk assessment, risk mitigation and counterfeit detection processes to minimize the risk of furnishing the purchaser with counterfeit goods. Controls will include:-
  - 9.18.1 The supplier will only supply new and unused and authentic components.
  - 9.18.2 The supplier may only purchase directly from Original Component Manufacturers (OCMs) or OCM authorised distributors or authorised aftermarket manufacturers. Use of parts not from these sources is not authorised unless first approved in writing by the purchaser. The supplier must present a documented risk analysis in support of its request for purchaser's approval (e.g. OCM documentation that authenticates supply chain traceability of the parts to the OCM).
  - 9.18.3 If counterfeit goods or suspect counterfeit goods are furnished under this contract such goods shall be impounded. The supplier shall promptly replace the goods with goods acceptable to the purchaser and the supplier will be liable for all costs relating to impoundment removal and replacement. The purchaser reserves the right to withhold payment until any investigations are completed.
  - 9.18.4 This condition 9.18 applies in addition to any quality provision, specification, and statement of work included in the contract addressing authenticity of goods. To

the extent that such provisions conflict with this condition, this condition shall prevail.

9.18.5 The supplier shall include all provisions of this condition 9.18, including this sentence, in all lower tier contracts under this order. Any inability or unwillingness of a lower-tier supplier to comply with this provision shall; be documented in writing and submitted immediately to the purchaser.

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

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

9.21 FAIRs - Where stated as a requirement on the purchase order, the supplier commits to supply First Article Inspection Reports to the required relevant quality standard.

## **10. Risk and Title**

10.1 The Products remain at the risk of the Supplier until delivery to Fabrinet UK is complete in accordance with clause 3 (including offloading and loading if applicable). When delivery is complete in accordance with clause 3, title will remain with the Supplier until payment is made by Fabrinet UK, at which point title will pass to Fabrinet UK. Any passing of title shall not prejudice Fabrinet UK right to reject for non-conformity with Specification or any other rights that Fabrinet UK may have under the order

10.2 If for any cause whatsoever delivery is not effected within the time stated on this order, Fabrinet UK shall have the Right to cancel the whole or any part of this order and purchase elsewhere and to charge the Supplier any additional expense incurred as a result thereof

## **11. Payment**

11.1 Fabrinet UK will make payment of the purchase price of all Products purchased hereunder (other than items disputed by Fabrinet UK in good faith) and received by Fabrinet UK on terms of 90 days (90 EOM) from the end of the month in which the goods have been delivered by the Supplier, unless otherwise specifically agreed in writing. Payment shall not be of the essence of the Contract

11.2 Payment of invoices shall not constitute acceptance of the Product. Payment shall be made in the currency specified in the order. Fabrinet UK shall not be obliged to make any payment for any defective products delivered but not quality approved by Fabrinet UK provided that full details of the defective products have been provided to the Supplier

11.3 Delays in payment may result from non-compliance with the following requirements; to send on the day of despatch for each consignment such advices or information as required. To send a monthly statement of account quoting the invoice numbers relating to each item

11.4 Fabrinet UK reserves the right to set off any amount owing at any time from the Supplier to Fabrinet UK against any amount payable by Fabrinet UK to the Supplier

## **12. Force Majeure**

- 12.1 Fabrinet UK will not be liable to the Supplier or be deemed to be in breach of these Conditions by reason of any delay in performing or failure to perform any of its obligations under these Conditions if such delay or failure was beyond Fabrinet UK reasonable control. If Fabrinet UK is unable to perform its obligations under these Conditions in accordance with this clause 12.1 it will promptly notify the Supplier of the nature and extent of the circumstances in question
- 12.2 The Supplier shall not be liable to Fabrinet UK for any delay in performing its obligations under these Conditions due to acts of God, war, riot, insurrection, government regulations, embargoes, civil commotion, explosion, epidemic, earthquake, flood, fire or tempest

### **13. Fabrinet UK Property**

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

### **14. Confidential Information**

- 14.1 Each party shall treat all information, technical and commercial know-how, specifications, inventions, processes or data in whatever form provided by the other party ('Information') as confidential and use such Information only for the purposes of performing the orders. Each party shall protect the other party's Information to the same extent that it protects its own confidential and proprietary information and shall take all reasonable precautions to prevent unauthorised disclosure to third parties. The parties acknowledge that the unauthorised disclosure of such Information will cause irreparable harm. Accordingly, the parties agree that the injured party shall have the right to seek immediate injunctive relief against such unauthorised disclosure
- 14.2 The provisions of this clause 14 shall not apply to information (i) known to the receiving party at the time of receipt from the other party, (ii) generally known or available to the public through no act or failure to act by the receiving party, (iii) furnished to third parties by the disclosing party without restriction on disclosure, (iv) furnished to the receiving party by a third party as a matter of right and without restriction on disclosure or (v) furnished as required by court order or similar governmental authority or by the imminent likelihood thereof or by applicable by law
- 14.3 Immediately upon termination of this Contract or at the request of the other party, each of the parties shall promptly return all materials in its possession containing Information of the other party
- 14.4 Where the parties have entered into a non-disclosure agreement, any information or data shall be subject to the provisions of that non-disclosure agreement in addition to the terms of this Contract
- 14.5 The provisions of this clause shall survive the expiration or termination of these Conditions

### **15 Patents and Other Rights**

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

of any such claim which is attributable solely to design specifications furnished by Purchaser to the Seller

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

## **16. Warranty**

- 16.2 The Supplier warrants that the Products manufactured by the Supplier and delivered to Fabrinet UK hereunder will be of the best quality, material and workmanship and will comply with the Specification as set out in these Conditions, or in the order
- 16.2 The duration of the warranty shall be 24 months. Without prejudice to the provisions of clause 18 the Supplier shall at its own risk and expenses, and at Fabrinet UK option, repair, replace or otherwise make good any fault detected in the Product during the warranty period
- 16.3 Where insufficient time is available for the Supplier to rework or replace defective Product Fabrinet UK at its absolute discretion may (without prejudice to the provisions of clause 18) proceed with rework/replacement. Without prejudice to the provisions of clause 18 the Supplier will be liable for all costs incurred by Fabrinet UK taking such action even if cost exceeds purchase price of the Products
- 16.4 Fabrinet UK rights under these conditions is in addition to the statutory conditions implied by the Sale of Goods Act 1979

## **17. Defective Goods**

- 17.1 All defective Products identified as such by Fabrinet UK or its customers shall be retained by Fabrinet UK in a designated store and made available for inspection by the Supplier for a period no longer than three months following advice of the defect to Supplier
- 17.2 At the Suppliers option and cost, defective Products will be returned to the Supplier by Fabrinet UK. Fabrinet UK shall provide information to the Supplier regarding reason for rejection and at Fabrinet UK' option the Supplier shall prepare a report detailing reasons for failure and corrective actions
- 17.3 Where third party expert assessment is required to determine Product acceptability, such costs shall be at the Suppliers expense
- 17.4 Without prejudice to clause 18 full credit for the defective Products shall be given by the Supplier, including where appropriate allowance for freight and other cost incurred by Fabrinet UK
- 17.5 Supplier shall indemnify, defend, and hold harmless Fabrinet UK and its, officers, directors, employees and agents from any claims issued by third parties and from any losses, injuries, damages, or expenses sustained by Fabrinet UK or third parties arising or resulting from any installation, evaluation, testing, or other use of the Products by Fabrinet UK, its employees, agents or customers
- 17.6 Supplier shall notify us/initiate product recall as soon as practically possible if they become aware that they may have supplied non-conforming product to Fabrinet UK

## 18. Latent Defect

- 18.1 A latent defect is any defect in the Products that exists at the time of delivery and that cannot be detected during acceptance, which causes an item of Product to be improper to the use it was intended in accordance with the specifications for either the Product or an item within the Product
- 18.2 Even if the warranty period under conditions 16 & 17 (Liability For Warranted Defects) has expired, if Fabrinet UK can show that an item of the Product is the subject of a latent defect (as defined above), Fabrinet UK may make a claim for such latent defect within three (3) years following detection of that latent defect. Fabrinet UK shall inform the Supplier as soon as the latent defect is detected
- 18.3 The Supplier shall propose to Fabrinet UK, within two months from the notification of the latent defect, a list of corrective actions to remedy the defect, along with the associated implementation schedule, for agreement by Fabrinet UK
- 18.4 The Supplier shall at its own expense investigate any necessary changes and also modify any Product that is the subject of a latent defect, even if that Product has already passed acceptance. The full cost of modifying such Product shall be borne by the Supplier, including the consequential subsequent costs and including packing and transporting of the Product if any

## 19. Indemnity and Insurance

- 19.1 The Supplier will keep Fabrinet UK indemnified in full against any and all direct, indirect or economic loss (including but not limited to loss of profits, component costs, inspection, rework, freight, manufacturing costs, unavoidable downtime and any other costs directly attributable to the supply of defective Product), liability, damage, injury, claim, action, demand, expense or proceeding awarded against, suffered, incurred or paid by Fabrinet UK as a result of or in connection with any breach by the Supplier of
- any term of the Contract; any contract entered into by Fabrinet UK the performance of which has been delayed or rendered impossible by the Supplier's breach of its obligations under the Contract; (in the event of delays, defaults or non-deliveries arising other than as a result of Fabrinet UK' negligence) any increase in the cost of labour or materials required to obtain the Products elsewhere and the cost of any other item which would not have been incurred but for such delay, default or non-delivery; any delays in production; any claim made against Fabrinet UK by any customer or third party to the extent that such was caused by, relates to or arises from the Products; and/or any loss of or damage to the Property whilst it is in the possession, control or custody of the Supplier
- 19.2 Should our business be stopped, interrupted or restricted by riot, lock-out, strike, fire, explosion, act of God or any other cause beyond our control, we are at liberty to defer the date of delivery and payment until the operation of the cause of stoppage, interruption or restriction has ceased
- 19.3 The Supplier will at all times during the continuance of the order and thereafter carry adequate insurances in an amount not less than five million pounds sterling to cover any liability for defective or dangerous Products and will make the policy and premium receipts available for inspection by Fabrinet UK at any reasonable time
- 19.4 The Supplier shall be committed to ethical conduct of business, full compliance to applicable national and international laws and respect for human rights in the spirit of the United Nations' Universal Declaration of Human Rights, International Labour Organization and the principles of the UN Global Compact as well as other internationally recognized ethical standards (e.g. SA8000). The Supplier further commits to monitor the ethical performance of its sub-contractors. In cases where ethical performance of its



sub-contractors is questioned the Supplier shall take immediate and thorough steps and keep Fabrinet UK informed of any such cases and the process and resolution thereof

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

## **20. Termination**

- 20.1 These Conditions and any order placed subject to these Conditions may be terminated by Fabrinet UK as follows;
- 20.2 At any time (in its absolute discretion) terminate the Contract in whole or in part giving the Supplier written notice. On receipt of such notice the Supplier will discontinue all work (or as the case may be the relevant part) on the Contract. Fabrinet UK will (on terminating the Contract in accordance with the provisions of this clause 19a) pay to the Supplier a fair and reasonable sum for any work in progress which the Supplier will be unable to reuse for any other customer but Fabrinet UK will not be liable to the Supplier for any economic loss and except as set out in this clause will have no further liability to the Supplier in relation to such termination
- 20.3 Fabrinet UK may terminate this contract immediately if, having giving notice in writing that the Supplier is in breach of this contract, the Supplier has not remedied this breach within 15 days
- 20.4 Fabrinet UK may terminate this contract in the event of Supplier's cessation of business, dissolution, insolvency, filing for any petition for winding up or bankruptcy or general assignment for the benefit of creditors

## **21. Waiver**

- 21.1 Any concession or indulgence made by Fabrinet UK shall not be considered as a waiver of Fabrinet UK rights under these Conditions unless authorised in writing

## **22. Record Retention**

- 22.1 Records relating to products supplied against this Purchase Order shall not be destroyed without prior approval from Fabrinet UK
- 22.2 Upon request supplier shall grant right of access to records pertaining to product supplied to Fabrinet UK, our customer's or statutory bodies

## **23. General**

- 23.1 Each right or remedy of Fabrinet UK under these Conditions is without prejudice to any other right or remedy which Fabrinet UK may have under these Conditions or otherwise
- 23.2 Any notice or other document to be served under the Contract must be in writing and may be delivered or sent by prepaid first class post, e-mail or facsimile transmission
- 23.3 Any notice or document shall be deemed served, if delivered, at the time of delivery, if posted, 5 days after posting and if sent by e-mail or facsimile transmission, at the time of transmission
- 23.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it will, to the extent of such illegality, invalidity, unenforceability or

unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect

- 24.5 A person who is not party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This clause 21.5 does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act

**24. Law and Litigation**

- 24.1 These Conditions and any subsequent orders shall be governed by and shall be construed in accordance with the laws of England and subject to the exclusive jurisdiction of the English Courts