

General Terms and Conditions of Sale for Deliveries and Services of KME Service Centre UK Ltd.

(June 2023)

1. General

These General Terms and Conditions of Sale (the "Conditions") apply exclusively to all tenders and quotations made and all orders and contracts for the sale of goods ("Goods") or the provision of services accepted by us (all confirmed orders being referred to in these Conditions as the "Contracts").

2. Content of contract

2.1 We supply Goods and provide services in accordance with our written confirmation of order and the Conditions. These Conditions do apply accordingly for all other supplies or services rendered by us.

2.2 For the purposes of the Contract, the person specified as the purchaser or pursuant to our written confirmation of order shall be the "Purchaser".

2.3 These Conditions apply to and are incorporated into the Contract to the exclusion of all other terms and conditions including any terms or conditions which the Purchaser may purport or stipulate to apply under any document or otherwise or which are implied by trade custom, practice or course of dealing.

2.4 Save as otherwise provided in these Conditions, no variation to the Contract shall be binding on us. Any terms which deviate from these Conditions shall only become binding on us if we expressly agree to these in writing.

2.5 Any variation or addition to the Contract shall only be binding upon us if contained in writing and signed on our behalf by a director or other duly authorised person. Contracts may be cancelled only with our prior written consent and on terms which will indemnify us for all loss.

2.6 Acceptance by a Purchaser of delivered Goods shall be considered acceptance of these Conditions.

2.7 These Conditions shall apply for all future business transactions with the Purchaser provided such transactions are of a related nature.

3. Price and payment

3.1 Offers are non-binding. All orders are subject to our written acceptance which must be signed by a duly authorised representative, and to our being able to obtain and use the necessary raw materials.

3.2 Our prices are based on the costs stated in the order confirmation and are stated net and exclusive of any value added tax and other expenditure or sales taxes. These costs are to be paid by the Purchaser unless an agreement is made to the contrary.

3.3 Appropriate price adjustments can be made by us in the case of significant changes in our processing costs. Metal price fixations cannot be adjusted retrospectively. Specification of the metal price fixation has to be effected at short notice.

3.4 Acceptance of the Goods by the Purchaser has to be effected within 3 months after the fixing date stated in the metal price fixation unless agreed upon to the contrary. Should the Goods not be accepted within this period, we are entitled as from the due date, to claim compensation for the remaining quantity, to hold the quantity not delivered at our disposal and to invoice with price adjustment for prompt payment.

3.5 The terms of payment, the determination of the relevant processing and material price, the treatment of the packaging and the freight charges shall be governed in accordance with our price lists valid at the time. As a result, any valid price lists at the time are hereby incorporated into these Conditions and the Contract as if explicitly set out herein.

3.6 We reserve the right to adjust our prices at our reasonable discretion by reference to the increase, which is not attributable to us, of external costs, which we can demonstrate have an impact on our price calculation. A price increase will be made if, for example, there is an increase of costs based on purchase of raw material, the purchase of energy (e.g. power or gas), regulations by public authorities (e.g. taxes, environmental fees, market regulations like minimum prices) or Force Majeure (e.g. pandemics, war, riots, strikes), which leads to a change in our cost situation. Increases in these external cost parameters will be used in an appropriate range, taking into account the specific relation between service and consideration as well as the interests of the Purchaser. The Purchaser shall be entitled to prove to us that the increase, calculated by us, is smaller due to less increases in the external cost parameters but the decision as to whether or not such price increase is correct shall ultimately be at our discretion.

3.7 In case of an increase in customs fees the respective price will be increased accordingly by us by the same amount unless the Purchaser proves to us that the increase should be smaller.

3.8 Payment of the purchase price is to be made exclusively to one of our bank accounts.

3.9 Unless an agreement is made to the contrary, the purchase price is to be settled immediately after delivery of the Goods.

3.10 Discount is only granted in case of an express written agreement between us and the Purchaser.

3.11 All amounts due under the Contract shall be paid in full by the Purchaser without any set-off, counterclaim, deduction or withholding.

4. Delay in payment and credit expiry

4.1 The Purchaser may be considered by us to have come into arrears, without any reminder having to be sent, if it does not pay in accordance with the Contract. In the case of delay in payment the entire amount owing by the Purchaser to us shall become immediately due and payable. In such case, the Purchaser is not permitted to sell Goods, which shall remain in our ownership or co-ownership. The same applies any time until payment, if we contend that justifiable doubt exists concerning the credit worthiness of the Purchaser.

4.2 Irrespective of our other claims on account of default in payment, we are entitled to charge interest on the amounts outstanding (both after as well as before judgement) calculated on a daily basis, as from the due date of payment until payment, at an annual rate of 9% above the Bank of England Base Rate from time to time in force.

4.3 The Purchaser grants us a right of lien on the Goods and material left with us for execution of the Contract and claims arising in lieu thereof as security with respect to all present and future claims arising from the business relationship with the Purchaser. If the Purchaser should come into arrears or its credit should expire, we shall be entitled to sell the pledged material privately at the price rate on the exchange (as quoted on the London Metal Exchange); or in the case of the price not being quoted, at the average market price on the day of coming into arrears of payment or the credit expiring.

5. Obligation to deliver

5.1 After expiry of the period for acceptance of delivery, we are no longer obliged to deliver the Goods.

5.2 Part deliveries of the Goods by us are permissible.

5.3 Our delivery obligation is subject to proper and timely delivery from our suppliers, unless the improper or delayed delivery is the result of our fault.

5.4 We may terminate the contract with immediate effect, demand payment in advance or make our delivery dependent on the provision of security if, after entering into the Contract, circumstances become known to us which justify doubt in the credit worthiness of the Purchaser. These rights exist in particular when due claims are not settled immediately despite a reminder.

5.5 Fulfilment of the contract on the part of us is subject to the nonexistence of hindrances in execution due to national or international provisions of foreign trade law and to the non-existence of embargos as well as no embargos and/or other sanctions which might be an impediment.

6. Delivery period

6.1 Delivery periods or dates contained in the Contract or any other correspondence we have with the Purchaser show only the approximate time of delivery. Times for dispatch from our warehouse and delivery are not of the essence.

6.2 We shall be under no liability for any loss or damage to the Purchaser or others arising either directly or indirectly out of the late dispatch or delivery, whether due to our default or not, nor shall such late dispatch or delivery be deemed to be a breach of the Contract, nor entitle the Purchaser to cancel the Contract.

6.3 Commencement of the delivery period indicated by us assumes clarification of all technical questions as well as the punctual and correct fulfillment of the obligations of the Purchaser. If the Purchaser comes into delay with its acceptance of delivery or negligently violates other obligations of co-operation, then we shall be entitled to demand compensation for any damages which might arise for us, including any extra expenses we incur. We also reserve the right to enforce further claims. In so far as circumstances as described above exist, the risk of the accidental loss or of an accidental deterioration of the Goods is transferred to the Purchaser at the time when the latter comes into default concerning acceptance of delivery or payment.

6.4 If a binding delivery period is agreed upon (which, for the avoidance of doubt, is not the default position), this period will be extended by an appropriate and reasonable time in the case of force majeure.

6.5 There shall only be a breach of the Contract on our part if delivery is not effected within a reasonable period of grace after a written reminder being issued by the Purchaser. A further pre-requisite is that the Purchaser itself is not in default of its obligation under such agreement.

7. Place of fulfilment and transfer of risk and force majeure

7.1 Place of fulfillment for the delivery is the location of our supplying plant in question.

7.2 All risks in the Goods are transferred to the Purchaser at the latest when the Goods leave our supplying plant, or are notified as ready for collection or shipping by the Purchaser

7.3 Without prejudice to our other rights, should the Purchaser, for any reason, fail to take delivery of Goods within 30 days of our notification that they are ready for collection or dispatch, we shall be entitled at the Purchaser's risk and expense to store or effect storage of the Goods elsewhere.

7.4 Force majeure is to be considered as such circumstances, events and incidents which it is impossible to prevent with due care and use of due and proper business management. Force majeure of any kind, such as loss of production, operational interruptions or stoppages of traffic, fire damage, flooding, lack of labour, power, raw and process materials, strikes, lockouts, obstructions in shipments, official decrees or other obstructions which are not our responsibility and which delay, reduce or render unacceptable the production, dispatch, acceptance or consumption of the Goods shall discharge us from the obligation for effecting deliveries for the duration and the scope of the obstruction. If the delivery is extended by more than eight weeks as a result of the disturbance, we are

entitled to terminate. In the event of partial or complete loss of our procurement sources, we shall not be obliged to obtain cover from outside suppliers. In such cases, we shall be entitled to distribute the available quantities of Goods taking account of own requirements. No further claims exist on behalf of the ordering party.

8. Packaging material

Providing nothing has been agreed to the contrary, we only take back packaging material in cases when we are obliged to do so as a result of any law regarding packaging.

9. Guarantee against defects and notice of defects

9.1 On arrival of the Goods, the Purchaser must immediately examine them and any visual faults or defects must be notified to us within 14 days of delivery. Any non-visual faults and defects must be notified to us immediately upon their discovery and in any event within 90 days from the date of delivery. Failure to notify us of any defects within the aforementioned periods shall result in full acceptance by the Purchaser of the Goods.

9.2 Claims concerning defects in the quality expire in 12 months after delivery of the Goods supplied by us has taken place to the Purchaser. There is no guarantee in the case of used Goods. We have to give our consent before goods are returned to us.

9.3 If, despite all the care applied by us, a defect is discovered in the delivered goods, which was already present at the point in time of the transfer of risk, we shall either repair the Goods or supply a replacement at our own choice, provided the complaint was made in time. We are always to be given the opportunity of supplementary performance.

9.4 If the supplementary performance is not successful, the Purchaser, regardless of any claims to damages, can terminate the contract or agree with us a reduction in the price. The Purchaser cannot claim any additional loss or damages where we have failed in supplementary performance.

9.5 All claims based on defects assume that the defect was communicated to us directly after it was ascertained and a sample of the Goods complained about was made available to us. Claims based on defects shall be ignored or excluded in the case of only insignificant deviations from the agreed quality, in the case of only insignificant restriction of use, in the case of natural wear and tear as well as of damages which occur after the transfer of risk as a consequence of incorrect or negligent treatment, excess use, unsuitable equipment, faulty construction work, unsuitable building ground, or due to special external influences which are not provided for in the Contract. If the Purchaser or a third party undertakes incorrect maintenance work or alterations, equally no claims based on defects can be enforced for these and the consequences ensuing from this.

9.6 Claims by the Purchaser on account of expenses necessarily incurred in connection with the supplementary performance, in particular transport costs, tolls, labour and material costs, are excluded in so far as the expenses are increased because the Goods supplied by us were subsequently brought to a location other than the delivery address of the Purchaser, unless this removal of the Goods was in compliance with the use for which they were intended.

9.7 Recourse claims of the Purchaser against us can only be brought in so far as the Purchaser has not made any agreements with its customer going beyond mandatory rules for claims based on defects. Concerning the extent of the Purchaser's recourse claim against us clause 9.6 and clause 12 shall furthermore apply accordingly.

9.8 More extensive claims or claims other than those of the nature provided for in this clause 9 of the Purchaser against us and our vicarious agents on account of a material defect are excluded.

10. Industrial property rights, copyrights; defects of title

10.1 Providing nothing else is agreed, we are only obliged to bring the delivery to the country in which the place of delivery is located free of industrial property rights and copyrights of third parties (hereinafter referred to as "property rights"). Should a third party bring justified claims against the Purchaser on account of violation of property rights by deliveries made by us and used in accordance with the Contract, we are liable vis à vis the Purchaser within the period stipulated above in clause 9.2 as follows:

- a. We shall, according to our own choice and at our expense, either obtain a right of use and enjoyment for the Goods in question, or change them in such a way that the property right is not violated, or make an exchange of the Goods. If it is not possible for us to do this according to reasonable conditions, the Purchaser shall be entitled to terminate the contract or claim compensation from us. The Purchaser cannot demand compensation for any expenses other than those necessarily and properly incurred.
- b. The provisions of clause 12 shall apply with regard to any claims for compensation.
- c. Our above-mentioned obligations only exist providing the Purchaser has informed us immediately in writing about the claims being enforced by the third party, and we are entitled to take all defensive measures and conduct settlement negotiations. If the Purchaser stops use of the delivery for reasons of reducing the damages or other important reasons, he is obliged to point out to the third party that ceasing to use the Goods is in no way linked to recognition of a violation of property rights.

10.2 Claims by the Purchaser are excluded insofar as it has to represent that there has been a violation of property rights.

10.3 Claims by the Purchaser are furthermore excluded in so far as the violation of property rights has been caused by special instructions of the Purchaser, by an application which could not have been foreseen by us or as a result of the fact that the Goods supplied were changed by the Purchaser or used together with goods not supplied by us.

10.4 In the case of violations of property rights, the provisions of clauses 9.3 and 9.7 furthermore apply accordingly with regard to claims of the Purchaser as provided for in clause 10.1 a.

105 In the case of the presence of other defects of title the provisions of paragraph 9 shall apply accordingly.

106 Claims which are more extensive or different from those provided for in this paragraph 10 by the Purchaser against us and our vicarious agents on account of a defect in title are excluded.

11. Termination of the Contract

11.1 In addition to the other rights we have in these Conditions to terminate the Contract in the event of the Purchaser for any reason whatsoever failing within one calendar month to effect any payment which may be due under any Contract with us, or if such Purchaser commits any breach of the Contract, or if they become insolvent or enters into a composition with or for the benefit of its creditors, or being a body corporate has a receiver or administrator appointed over its undertaking, property or assets or any part thereof, or save for the purposes of a solvent reconstruction or amalgamation, goes into liquidation, we shall thereupon be entitled, without prejudice to any of our other rights under the Contract or otherwise, forthwith to terminate the Contract or any unfulfilled part thereof, or at our option to make partial deliveries of any Goods.

11.2 On termination of the Contract the Purchaser shall immediately pay to us all our outstanding unpaid invoices and interest and, in respect of the Goods ordered but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt.

11.3 On termination you shall promptly return us all equipment, materials and property belonging to us that we have supplied to Purchaser in connection with the supply and purchase of the Goods, return to us all documents and materials (and any copies) containing any of our confidential information and erase our confidential information from the Purchaser's computer systems (to the extent possible).

11.4 Termination shall be without prejudice to our rights that expressly or by implication are to survive termination including our rights under clauses 11 to 27 inclusive.

12. Claims, damages or compensation

12.1 We shall not be liable under the Contract for any claims concerning compensation for loss or damages and costs and expenses – subject to statutory liability requirements – unless such claims result from our willful default, gross negligence or fundamental breach of an essential and material contractual duty (being a contractual duty, the violation of which endangers the fulfillment of the fundamental contractual purpose of the Contract)

12.2 Under no circumstances and for no legal reasons whatsoever will the parties be liable to each other for any consequential, indirect, punitive and special damages or losses, including loss of profits, loss of sales, loss of anticipated savings, loss of use or corruption of software, data or information, or loss of or damage to goodwill.

12.3 Save as provided in clause 12.1 liability for negligence is excluded.

12.4 The exclusions and restrictions of liability contained in the provisions of clauses 12.1 to 12.3 do not apply in the case of the fraudulent non-disclosure of a defect, in the case of damages for negligence involving death or injury to life, bodily harm or damage to health as well as in the case of obligatory liability in accordance with the product liability law.

13. Inspection and acceptance of Goods

An agreed acceptance of Goods under special test conditions is to be carried out in our works. The costs of the acceptance orders are to be borne by the Purchaser. If the Purchaser omits this test the Goods shall be considered as supplied in accordance with the Contract when they leave our works.

14. Binding nature of drawings, illustrations, dimensions and weights

Drawings, illustrations, dimensions and weights are only approximate indications unless they have been expressly described as being binding. Deviations of up to 10 % are possible in weight, no. of pieces or dimensions, providing DIN/EN norms are not an obstacle to this. Supplies of Goods are subject to deviations in diameter, weight or structure as a result of the raw material or production: overlengths or underlengths as customary in the trade are permissible. The Purchaser has to vouch for the fact that drawings for execution of the order submitted by it do not impede the property rights of third parties. The Purchaser is to keep us free of damages in the case of recourse claims.

15. Documentation submitted

We retain property rights as well as copyrights concerning all the documentation submitted to the Purchaser in connection with the placing of the order, e.g. calculations, drawings etc. This documentation must not be made available to third parties unless we give the Purchaser our express written agreement on this subject. If we do not accept the offer of the Purchaser this documentation is to be returned to us immediately.

16. Quality of the Goods, technical advice, use and processing

16.1 Information on the scope of supply, measurements, weight, materials, looks and performance serve as descriptions of the delivery item and are no guarantee of the Goods' quality and durability. An acceptance of guarantee has to be effected explicitly and in writing in order to become legally effective. If, at the time of passing of risk, the Goods are lacking a characteristic for which the guarantee was accepted, the rights of the Purchaser shall be either for replacement or for compensation as set out in these Conditions. Under no circumstances can a characteristic be guaranteed, if it is not identified until after mixing or joined with other substances or objects. Public statements, sales pitches and advertisements do not represent a quality description of our products.

16.2 Our written or verbal advice or trials with regard to application are carried out to the best of our knowledge, nevertheless they are to be considered as non-binding information only.

16.3 Regarding possible intellectual property rights of third parties, any such information we may provide does not release the Purchaser from verifying and testing the products delivered by us on its own behalf in order to ascertain their suitability for the envisaged processes and purposes. The application, use and processing of our products takes place outside the sphere of our control, and is therefore exclusively the responsibility of the Purchaser.

17. Rights to tools

By paying a portion for the cost of the tools, the Purchaser does not acquire any rights to the tools.

18. Retention of title

18.1 Title to the Goods shall not pass to the Purchaser until such time as complete payment for the Goods has been made by the Purchaser. Until such point the Goods shall remain our property.

18.2 Until title to the Goods has passed to the Purchaser, the Purchaser shall:

- store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as belonging to us;
- not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- not charge or grant security over, or otherwise suffer any incumbrance to be registered against the Goods;
- maintain the Goods in good condition and keep them insured against all risks for their full price on our behalf from the date of delivery; and
- give us such information as we may reasonably require from the Purchaser from time to time relating to the Goods and the ongoing financial position of the Purchaser.

18.3 Notwithstanding the foregoing provisions of this clause 18, the Purchaser may:

- use and/or incorporate the Goods in or together with any product manufactured or assembled by the Purchaser before ownership has passed to it provided that that such use and/or incorporation is solely in the ordinary course of the Purchaser's business and provided that we are deemed to be co-owners of the interim or final products (in such percentage as is to be agreed between the parties having regard to whether or not the final product has been combined or processed with other objects which do not belong to us); and
- resell the Goods or any product in which the Goods are used and/or incorporated before ownership has passed to it solely on the following conditions:
 - i) any sale will be effected in the ordinary course of the Purchaser's business at full market value and the Purchaser will account to us accordingly;
 - ii) any such sale will be a sale of our property on the Purchaser's own behalf and the Purchaser will deal as principal, and not as our agent, when making such sale;
 - iii) any claims ensuing from the selling on of Goods belonging to us has not previously been assigned to any third parties; and
 - iv) any claims which result from the selling on of Goods belonging to us which are due and in favor of the Purchaser are to be considered immediately assigned to us on completion of the contract of sale, including in instances where our Goods have been combined or processed with other goods.

18.4 In case of processing or altering of material, that has been provided to us by the Purchaser, the Purchaser and we shall be entitled to co-ownership in the products so manufactured, to extent that our materials are not to be regarded as the dominating part of the product. The portion of co-ownership shall be calculated by the proportion of the final invoice amount pertaining of the manufactured products, as compared to the purchase price for the provided materials at the time of processing or alteration.

18.5 Where the terms of clause 18.3 apply, the Purchaser is entitled to collect any debts owing by third parties himself as long as he has not received any orders instructing him not to do so by us. If the Purchaser obtains any money from third parties as a result of the selling of Goods whose title remains with us, the Purchaser must immediately transfer such sums as are owing to us.

18.6 The Purchaser is obliged on our request to surrender any claims he might have against a third party pursuant to the terms of this clause 18 to us and to duly notify such a third party that the Purchaser has assigned such debt to us. Our authority to collect the claim ourselves shall remain unaffected by this save that we shall not enforce any claim against a third party providing the Purchaser fulfils his obligation to pay us in full from any proceeds collected, is not in default of any payment to us, and no bankruptcy or other such insolvency proceedings have been commenced.

18.7 In the case of violations of duty by the Purchaser, in particular in the case of default in payment, we are entitled to cancel and withdraw from the Contract. In such circumstances, the Purchaser is obliged to immediately surrender possession of the Goods back

to us. The withdrawal or enforcing of the retention of title does not require any cancellation on our part; these actions or a pledging of the Goods under retention of title by us do not constitute a cancellation of contract unless we had expressly declared this.

188 If, in the case of sales abroad, the right of retention of title agreed in this clause 18 is not permissible with the same effect as in English law, the Goods shall remain our property until the payment of all claims ensuing from the contractual relationship relating to the sale of Goods. If this right of retention of title is also not permissible with the same effect as in English law, it is, however, allowed to reserve other rights to the Goods, and we are therefore authorized to exercise all these rights. The Purchaser is obliged to cooperate in measures which we want to enforce in order to protect our property rights or want to have another right to the Goods in lieu of this.

19. Notes concerning electronic business transactions

If for the purpose of concluding a Contract concerning the supply of Goods or concerning the provision of services, we use the services of a tele or media service (contract in electronic business transactions), the Purchaser dispenses a) with the provision and explanation of a system with the help of which he can recognize and correct entry mistakes prior to submitting his order and b) with information regarding (i) the steps to be implemented prior to concluding the Contract, (ii) the storing of the contract text after concluding the Contract and accessibility for the Purchaser (iii) the languages available for concluding the Contract.

20. Data protection

For the purposes of the contractual relation, the processing of personal data will be carried out in compliance with current legislation on personal data protection and, specifically, with the provisions of the UK General Data Protection Regulation and the Data Protection Act 2018 and subsequent modifications and additions, as well as any other regulatory provisions applicable to the processing in question.

21. Notices

21.1 Notices given under the Contract shall be signed and in writing, on hard copy, and sent for the attention of the person, and to the address, given in the Contract (or such other address or person as one party may notify to the other) and shall be delivered personally or by courier, or sent by pre-paid first-class post or recorded delivery. Notice may also be given by email to such email address as one party may notify to the other.

21.2 A notice is deemed to have been received, if delivered personally, or by courier, at the time of delivery or in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting it, and if by email at the time of transmission and if deemed receipt under this condition 21 is not with business hours (meaning 9.00am to 5:30pm, Monday to Friday), at 9.00am on the first business day following delivery.

22. Assignment

22.1 The Purchaser shall not assign, transfer, novate, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

22.2 We may assign, transfer, mortgage, subcontract, delegate, declare a trust over or deal in any other manner with the whole or any part of our rights and obligations under the Contract to a third party without the consent of the Purchaser.

23. Entire Agreement

23.1 The Contract (including these Conditions) contains the whole agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract (including these Conditions).

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract (including these Conditions).

23.4 Nothing in this clause 23 shall limit or exclude any liability for fraud.

24. Severance

24.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

24.2 Any modification to or deletion of a provision or part-provision under this clause 24 shall not affect the validity and enforceability of the rest of the Contract.

25. Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

26. No Partnership or Agency

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

27. Third Party Rights

27.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

27.2 The rights of the parties to terminate or vary the Contract are not subject to the consent of any other person.

28. Applicable law and place of jurisdiction

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

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