

General conditions of Sales and Delivery

- of MULTIVAC Pte Ltd, ("MULTIVAC")
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I. Definitions and Interpretation

1.1 In these Conditions, the following definitions apply:

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday;

"Conditions" means the Supplier's terms and conditions of sale set out in this document;

"Confidential Information" means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets (including but not limited to Orders, illustrations, samples, costs estimates, drawings, calculations, software, prototypes, contractual systems or machines for series production together with all related documentation whether in paper or electronic or any other form) which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

"Contract" means the agreement between the Supplier and the Customer for the sale, purchase and delivery of Goods incorporating these Conditions and the Order;

"Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;

"Customer" means the person who purchases the Goods from the Supplier and whose details are set out in the Order;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract, including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; pandemic or epidemic; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

"Goods" means the goods and related accessories, spare parts and documentation and other physical material set out in the Order and to be supplied by the Supplier to the Customer;

"Intellectual Property Rights" means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not;

- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled; and
- (f) in whichever part of the world existing;

“**Location**” means the address for delivery of the Goods as set out in the Order;

“**Order**” means an order for the Goods from the Supplier placed by the Customer in substantially the same form set out in the Supplier’s sales order form;

“**Price**” has the meaning given in Clause 3.1;

“**Specification**” means the description or specification of the Goods and their packaging set out or referred to in the Order;

“**Supplier**” means Multivac Pte Ltd (UEN No. 200616292C) with its registered business address at 11 Woodlands Close, #01-11, Singapore 737853; and

“**GST**” means goods and services tax under the Goods And Services Tax Act (Cap 117A) or any other similar sale or fiscal tax applying to the sale of the Goods.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.2 a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 a reference to a gender includes each other gender;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.8 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form;
- 1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time; and

1.2.10 a reference to legislation includes all subordinate legislation made from time to time under that legislation.

II. General Information

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. No terms and conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.2 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 2.3 Each Order by the Customer to the Supplier shall be an offer to purchase Goods subject to these Conditions. An Order may be amended by the Customer at any time before acceptance by the Supplier.
- 2.4 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier until such time that the Supplier notifies the Customer of the Supplier's acceptance or rejection of the Order in accordance with Clause 2.5. If, after submitting an Order, the Customer cancels or withdraws the Order but has paid a deposit prior to the said cancellation or withdrawal, the Supplier shall not be obliged to refund the deposit to the Customer.
- 2.5 The Supplier may accept or reject an Order at its discretion. If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:
- 2.5.1 the Supplier's written acceptance of the Order; or
- 2.5.2 the Supplier dispatching the Goods or notifying the Customer that they are available for collection (as the case may be).
- 2.6 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.7 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Goods and are incapable of being accepted by the Customer.

III. Prices and Payment

- 3.1 The price for the Goods shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier before the date the Order is made ("**Price**").
- 3.2 Save as otherwise varied and agreed in writing in accordance with Clause 2.2, all items which are excluded from the Prices (including but not limited to packaging and unloading) shall be charged in addition to the Prices and subject to the International Commercial Terms issued by the International Chamber of Commerce for the time being in force.
- 3.3 The Customer shall pay any applicable GST to the Supplier on receipt of a valid GST invoice.
- 3.4 The Supplier may increase the Prices at any time by giving the Customer not less than 10

Business Days' notice in writing provided that the increase does not exceed 5% of the Prices in effect immediately prior to the increase.

- 3.5 Notwithstanding Clause 3.4, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Goods which exceeds 5% and which is due to any factor beyond the control of the Supplier.
- 3.6 The Customer shall make all payments without any deduction to the bank account nominated by the Supplier in such manner as expressly agreed in writing between the Supplier and the Customer.

IV. Delivery

- 4.1 An Order shall specify whether the Goods are to be:
 - 4.1.1 delivered by the Supplier, or by a carrier appointed by the Supplier, to the Location on the date(s) specified in the Order; or
 - 4.1.2 made available for collection by the Customer at the Supplier's, or carrier's, premises set out in the Order (as the case may be). The Customer shall collect the Goods within the period specified in the Order.
- 4.2 The Goods shall be deemed delivered:
 - 4.2.1 if delivered by the Supplier under Clause 4.1.1, on completion of unloading of the Goods at the Location; or
 - 4.2.2 if delivered by a carrier under Clause 4.1.1, on delivery of the Goods by the Supplier to the carrier; or
 - 4.2.3 if collected by the Customer under Clause 4.1.2, when the Supplier makes the Goods available for collection at the Supplier's, or carrier's, premises (as the case may be).
- 4.3 The Customer shall not be entitled to reject any delivery of Goods on the basis that an incorrect volume of Goods has been supplied provided the volumes are within the tolerances (if any) set out in the Order.
- 4.4 The Goods may be delivered by instalments if specified in the Order. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.5 Delivery of the Goods shall be accompanied by a delivery note stating:
 - 4.5.1 the date of the Order;
 - 4.5.2 the product numbers, type and quantity of Goods in the consignment; and
 - 4.5.3 any special handling instructions.
- 4.6 The Supplier shall not be liable for any delay in or failure of delivery caused by:
 - 4.6.1 the Customer's failure to: (i) make the Location available; (ii) prepare the Location as required for delivery; or (iii) provide the Supplier with adequate instructions for

- delivery or otherwise relating to the Goods;
- 4.6.2 the Customer's failure to collect the Goods from the Supplier's premises; or
- 4.6.3 Force Majeure.
- 4.7 If the Customer fails to accept delivery of the Goods, the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay reasonable storage and insurance charges.
- 4.8 If within 30 Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods. The Supplier shall:
 - 4.8.1 deduct reasonable storage charges and costs of resale; and
 - 4.8.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

V. Transfer of Risk

- 5.1 Risk in the Goods shall pass to the Customer on delivery made in accordance with Clause 4.2.

VI. Retention of Title

- 6.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.
- 6.2 Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.2.1 hold the Goods as bailee for the Supplier;
 - 6.2.2 store the Goods separately from all other material in the Customer's possession;
 - 6.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 6.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer; (ii) against all risks including theft, breakage, fire and water damage, as well as other damage; (iii) for an amount at least equal to their Price; and (iv) noting the Supplier's interest on the policy;
 - 6.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;
 - 6.2.6 not remove or alter any mark on or packaging of the Goods;
 - 6.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in Clause 17.1; and
 - 6.2.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information

concerning the Goods as the Supplier may request from time to time.

- 6.3 Notwithstanding Clause 6.2, the Customer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in Clause 17.1 has occurred or is likely to occur.
- 6.4 If the Customer resells the Goods in accordance with Clause 6.3, title to the Goods shall pass to the Customer immediately prior to the resale.
- 6.5 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in Clause 17.1, the Supplier may:
 - 6.5.1 require the Customer, at the Customer's expense, to re-deliver the Goods to the Supplier; and
 - 6.5.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

VII. Warranty

- 7.1 The Supplier warrants that the Goods shall, for such period from delivery as specified in Clause 7.2 (the **"Warranty Period"**):
 - 7.1.1 conform in all material respects to the Order and Specification; and
 - 7.1.2 be free from material defects in design, material and workmanship.
- 7.2 The Warranty Period shall:
 - 7.2.1 in the case of machines, be for a period of 12 months;
 - 7.2.2 in the case of spare parts, be for a period of 6 months;
 - 7.2.3 in the case of all other Goods not referred to in Clauses 7.2.1 and 7.2.2 above, not be applicable.
- 7.3 The Supplier shall, at its option, repair, replace, or refund the Price of, any Goods that do not comply with Clause 7.1, provided that the Customer:
 - 7.3.1 serves a written notice on Supplier:
 - (a) during the Warranty Period in the case of defects discoverable by a physical inspection; or
 - (b) in the case of latent defects, within 1 week from the date on which Customer became aware (or should reasonably have become aware) of the defect;
 - 7.3.2 provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;
 - 7.3.3 renders all cooperation and assistance as required by the Supplier to rectify the defects, including granting the necessary time and opportunity for the Supplier to

- do so if the Goods are installed on the Customer's premises;
- 7.3.4 gives the Supplier a reasonable opportunity to examine the defective Goods; and
- 7.3.5 returns the defective Goods to the Supplier at the Customer's expense.
- 7.4 The provisions of these Conditions, including the warranties set out in Clause 7.1 and subject to Clause 7.2, shall apply to any Goods that are repaired or replaced with effect from delivery of the repaired or replaced Goods.
- 7.5 The Supplier shall not be liable for any failure of the Goods to comply with Clause 7.1:
- 7.5.1 where such failure arises by reason of wear and tear, wilful damage or negligence;
- 7.5.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance;
- 7.5.3 to the extent caused by the Supplier following any specification or requirement of the Customer in relation to the Goods;
- 7.5.4 where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or
- 7.5.5 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with Clause 7.1.
- 7.6 Except as set out in this Clause 7:
- 7.6.1 the Supplier gives no warranties and makes no representations in relation to the Goods; and
- 7.6.2 shall have no liability for their failure to comply with the warranty in Clause 7.1, and all warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

VIII. Indemnity and Insurance

- 8.1 The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses which the Supplier may suffer or incur directly or indirectly from the Customer's breach of any of its obligations under the Contract.
- 8.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in Singapore to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

IX. Limitation of Liability

- 9.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused

by negligence or misrepresentation) shall be as set out in this clause 9.

- 9.2 Subject to Clauses 9.5 and 9.6, the Supplier's total liability shall not exceed the sum of the Prices set out in the Order.
- 9.3 Subject to Clauses 9.5 and 9.6, the Supplier shall not be liable for consequential, indirect or special losses.
- 9.4 Subject to Clauses 9.5 and 9.6, the Supplier shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and harm to reputation or loss of goodwill.
- 9.5 The limitations of liability set out in Clauses 9.2 to 9.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 9.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - 9.6.1 death or personal injury caused by negligence;
 - 9.6.2 fraud or fraudulent misrepresentation; and
 - 9.6.3 any other losses which cannot be excluded or limited by applicable law.

X. Intellectual Property

- 10.1 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use or possession of the Goods infringes the Intellectual Property Rights of any third party ("**IPR Claim**"), provided that the Supplier shall have no such liability if the Customer:
 - 10.1.1 does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
 - 10.1.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;
 - 10.1.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
 - 10.1.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; or
 - 10.1.5 does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.
- 10.2 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:
 - 10.2.1 procure for the Customer the right to continue using and possessing the relevant Goods; or

- 10.2.2 modify or replace the infringing part of the Goods so as to avoid the infringement or alleged infringement, provided the Goods remain in material conformance to their Specification.
- 10.3 The Supplier's obligations under Clause 10.1 shall not apply to Goods modified or used by the Customer other than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.

XI. Software Use

- 11.1 In cases where software is included within the scope of delivery, the Supplier grants a non-exclusive and non-transferable right to the Customer to use the supplied software and its documentation solely in respect of the Goods. Use of the software on more than one system is prohibited.
- 11.2 Save only for archiving purposes, the Customer is not permitted to make copies of the software, to modify or decompile the software or to use a form of reverse engineering. The Supplier shall provide the information required for interoperability on the Customer's request. The Customer undertakes not to remove or modify any manufacturer information in the software, including but not limited to any copyright notices, without the prior express consent of the Supplier.
- 11.3 All other rights to the software and documentation, including any copies thereof, remain with the Supplier or software provider.

XII. Machine Data

- 12.1 All machine data on the Goods are the exclusive property of the Supplier as manufacturer. The Supplier may use, pass on, process or change the machine data without restriction. Machine data are raw data without any conclusion to a natural person.

XIII. Open Source Software

- 13.1 The delivered software may contain open source components in whole or in part. These are subject to the relevant license conditions of the used open source components. The relevant license conditions can be requested at the following email address: opensource@multivac.de and are part of the granting of rights of use. The Customer undertakes to observe the relevant license conditions while using the open source components.

XIV. Data Protection

- 14.1 The Supplier and the Customer shall observe all applicable requirements under the Personal Data Protection Act 2012, including any applicable data protection legislation, regulations, guidelines and directives from time to time in force in Singapore and all applicable subsidiary legislation, guidelines and directives as may be amended or issued from time to time, when processing personal data and shall take the necessary technical and organisational measures to ensure data security.

XV. Confidentiality

15.1 The Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

- 15.1.1 any information which was in the public domain at the date of the Contract;
- 15.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 15.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or
- 15.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

XVI. Force Majeure

16.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

- 16.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 16.1.2 uses reasonable endeavours to minimise the effects of that event.

16.2 If, due to Force Majeure, a party:

- 16.2.1 is or shall be unable to perform a material obligation; or
- 16.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days;

the other party may, within 30 days, terminate the Contract on immediate notice.

XVII. Termination

17.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:

- 17.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;
- 17.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
- 17.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue;
- 17.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled;

- 17.1.5 the Customer stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 17.1.6 there is a material change in the management, ownership or control of the Customer;
 - 17.1.7 the Customer is unable to pay its debts as they fall due or if the Supplier reasonably believes that to be the case;
 - 17.1.8 the Customer has a resolution passed for its winding up or has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 17.1.9 a receiver, manager, administrator or administrative receiver is appointed over all or any part of the Customer's assets or income;
 - 17.1.10 any creditor of the Customer attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Customer's assets, and such attachment or process is not discharged within 14 days of being commenced; or
 - 17.1.11 the Customer is subject to any events or circumstances analogous to those in Clauses 17.1.5 to 17.1.10 in any jurisdiction.
- 17.2 In addition to its rights under Clause 17.1, the Supplier may terminate the Contract at any time by giving 15 days' written notice to the Customer if the Customer has failed to pay any amount due under the Contract within 3 Business Days of the due date.
- 17.3 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this Clause 17, it shall immediately notify the Supplier in writing.
- 17.4 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination. Clauses 8.1, 9.2, 9.3, 9.4, 9.5, 9.6, 10.1, 10.3, 14.1, 15.1, 18.1 and 18.2 shall survive the termination of this Contract.

XVIII. Governing Law and Dispute Resolution

- 18.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Singapore.
- 18.2 The parties irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

XIX. General

- 19.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract. The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 19.2 The parties are independent persons and are not partners, principal and agent or employer

and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

- 19.3 The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law. The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 19.4 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 19.5 If any part of the Contract is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Contract and the remaining provisions of the Contract will otherwise remain in full force.
- 19.6 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, the Supplier.
- 19.7 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.
- 19.8 The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act or otherwise.
- 19.9 If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.
- 19.10 The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

(Valid as from February 2024)