

DYLAN JAMES LIMITED

TRADING AS: DYLAN JAMES SCIENTIFIC

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Contract: the Customer's Order and Dylan James' acceptance of it in accordance with condition 3.3.

Customer: the person, firm or company described in the Order who purchases Equipment from Dylan James.

Equipment: the equipment agreed in the Contract to be purchased by the Customer from Dylan James (including any part or parts of it).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Dylan James: Dylan James Limited whose principal place of business is at 8 Elizabeth Road, Henley on Thames, Oxfordshire, RG9 1RG, United Kingdom.

Order: the order form submitted by the Customer to Dylan James confirming that the Customer wishes to purchase the Equipment set out in the Quotation.

Quotation: the quotation provided by Dylan James to the Customer setting out the details of the system and/or Equipment to be supplied to the Customer by Dylan James.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Condition headings do not affect the interpretation of these conditions.

1.3 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

- (a) apply to and be incorporated in the Contract; and
- (b) prevail over any inconsistent terms or conditions contained in or referred to in the Order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Dylan James unless in writing and signed by a duly authorised representative of Dylan James.

3. BASIS OF SALE

3.1 Unless otherwise agreed by Dylan James, any quotation is valid for a period of 3 months only, and Dylan James may withdraw it at any time by notice to the Customer.

3.2 Each Order or acceptance of a Quotation for Equipment by the Customer shall be deemed to be an offer by the Customer subject to these conditions. The Customer shall ensure that its Order is complete and accurate.

3.3 A binding contract shall not come into existence between Dylan James and the Customer unless and until Dylan James issues a written order acknowledgement to the Customer, or Dylan James delivers the Part/Equipment/Service to the Customer (whichever occurs earlier).

3.4 No Order which has been acknowledged by Dylan James may be cancelled by the Customer, except with the agreement in writing of Dylan James and provided that the Customer indemnifies Dylan James in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Dylan James as a result of cancellation.

4. QUANTITY AND DESCRIPTION

4.1 The quantity and description of the Equipment shall be as set out in the Quotation.

Registered office: Dylan James Ltd., 8 Elizabeth Road, Henley on Thames, Oxfordshire, RG9 1RG, UK

Company Registration No. : 11932683 (United Kingdom)

VAT No.: GB 333 5330 30

Director: Dr Martyn Green

- 4.2 All samples, drawings, descriptive matter, specifications and advertising issued by Dylan James, and any descriptions or illustrations contained in Dylan James' catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.
- 4.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Dylan James shall be subject to correction without any liability on the part of Dylan James.
- 4.4 Dylan James reserves the right (but does not assume the obligation) to make any changes in the specification of the Equipment which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 4.5 Dylan James' employees, contractors and agents are not authorised to make any contractually binding representations concerning the Equipment. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which have not been confirmed in writing by an authorised officer of Dylan James. However, nothing in these conditions limits Dylan James' liability for fraudulent misrepresentation.
- 4.6 Any advice or recommendation given by Dylan James or its employees, contractors or agents to the Customer or its employees, contractors or agents about the storage, application or use of the Equipment which is not confirmed in writing by an authorised officer of Dylan James is followed or acted on entirely at the Customer's own risk.
- 5. PRICES**
- 5.1 All prices shall be as stated the Quotation. All prices are exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.
- 5.2 The price for the Equipment is based on the rate prevailing at the date of the Quotation and Dylan James may increase the price to cover any increases due to market conditions (including, but not limited to, increases in foreign exchange rates relating to the Equipment, or in labour, materials, supply or transportation costs) which affect Dylan James at the date of delivery.
- 5.3 The price of the Equipment shall be Dylan James' quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Dylan James' price list current at the date of acceptance of the order.
- 5.4 Dylan James reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of such of the Equipment as has not been delivered to reflect any increase in the cost to Dylan James which is due to any factor beyond the control of Dylan James (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Equipment which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Dylan James adequate information or instructions.
- 6. PAYMENT**
- 6.1 Subject to any special terms agreed in writing between the Customer and Dylan James, Dylan James may invoice the Customer for the price of the Equipment on or at any time after delivery of the Equipment, unless:
- (a) the Equipment is to be collected by the Customer; or
 - (b) the Customer wrongfully fails to take delivery of the Equipment,
- and in either case Dylan James shall be entitled to invoice the Customer for the price at any time after Dylan James has notified the Customer that the Equipment is ready for collection.
- 6.2 The terms of payment shall be as set out in the Quotation.
- 6.3 Time for payment of the price shall be of the essence of the Contract.
- 6.4 Ownership of the Equipment shall pass to the Customer on the later of completion of Delivery, or when Dylan James has received in full in cleared funds all sums due to it in respect of:
- (a) the Equipment; and
 - (b) all other sums which are or which become due to Dylan James from the Customer on any account.
- 6.5 If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Equipment then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to Dylan James, Dylan James may:
- (a) terminate the Contract or suspend any further deliveries of Equipment (whether ordered under the same contract or not) to the Customer;

- (b) appropriate any payment made by the Customer to such of the Equipment (or the Equipment supplied under any other contract between the Customer and Dylan James) as it thinks fit (despite any purported appropriation by the Customer);
 - (c) charge interest on the amount outstanding from the due date to the date of receipt by Dylan James (whether or not after judgment), at the annual rate of 2 % above the base lending rate from time to time of National Westminster Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. Dylan James reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
 - (d) make a storage charge for any undelivered Equipment at its current rates from time to time;
 - (e) stop any Equipment in transit; and
 - (f) a general lien on all Equipment and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to Dylan James. Dylan James shall be entitled, on the expiry of 14 days' notice in writing, to dispose of such Equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
- 6.6 All sums payable to Dylan James under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 6.6 is without prejudice to any right to claim for interest under the law, or any right under the Contract.
- 6.7 Dylan James may, without prejudice to any other rights it may have, set off any liability of the Customer to Dylan James against any liability of Dylan James to the Customer.

7. DELIVERY OF EQUIPMENT AND ACCEPTANCE

- 7.1 The date for delivery and/or shipping of the Equipment shall be as set out in the Quotation.
- 7.2 The location and method for the delivery of the Equipment shall be as set out in the Quotation (**Delivery Location**).
- 7.3 Delivery of any Equipment shall be completed when Dylan James places the Equipment in question at the Customer's disposal at the Delivery Location.
- 7.4 Dylan James may deliver Orders by instalments, which may be invoiced and paid for separately. References in this agreement to Orders shall, where applicable, be read as references to instalments.
- 7.5 Delays in the delivery of an Order shall **not** entitle the Customer to:
- (a) refuse to take delivery of the Order; or
 - (b) claim damages; or
 - (c) terminate this agreement.

Dylan James shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Customer's failure to comply with its obligations under this agreement.

- 7.6 If the Customer fails to take delivery of any Equipment in the timescale and manner provided in the Quotation, then, except where such failure or delay is caused by Dylan James' failure to comply with its obligations under this agreement:
- (a) delivery of the Equipment shall be deemed to have been completed at 9.00am on the date specified for delivery in the Quotation; and
 - (b) Dylan James shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 7.7 Dylan James shall not be responsible for any damage, shortage or loss in transit.

8. ACCEPTANCE AND DEFECTIVE EQUIPMENT

- 8.1 The Customer shall procure that, upon Dylan James' notification that the Equipment is ready for shipping under condition 7.2, an authorised representative of the Customer shall attend the Delivery Location for the purpose of inspecting the Equipment to confirm that the Equipment complies with the warranty contained in condition 12.1.
- 8.2 If, upon such inspection by the Customer's authorised representative under condition 8.1, the Customer's representative believes the Equipment is damaged or does not conform with the warranty contained in condition 12.1, the Customer's representative shall be entitled to reject such Equipment by providing written notice to Dylan James of such damage or non-conformance within 2 business days of such inspection (a "Non-Conformance Note").
- 8.3 Acceptance of the Equipment by such representative under condition 8.1, or failure to issue a Non-Conformance Note to Dylan James within the time period outlined in condition 8.2, shall constitute conclusive evidence that the Customer has

examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by Dylan James, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

- 8.4 The Customer may reject any Equipment delivered to it that does not comply with condition 12.1, as a result of a latent defect in such Equipment, provided that notice of rejection is given to Dylan James within a reasonable time of the latent defect having become apparent and in any event no less than 5 business days of the Customer's first use of such Equipment.
- 8.5 If the Customer fails to give notice of rejection in accordance with condition 8.4, it shall be deemed to have accepted such Equipment.
- 8.6 If the Customer rejects Equipment under condition 8.1 and 8.4 then the Customer shall be entitled to require Dylan James to repair or replace the rejected Equipment and once Dylan James has complied with the Customer's request, it shall have no further liability to the Customer in respect of the rejected Equipment's failure to comply with condition 12.1.
- 8.7 Upon completion of the installation of any system provided under a Quotation, Dylan James shall provide documentation for the Customer to sign to confirm that the installation of such system has been successfully completed in accordance with the terms of such Quotation (the "Acceptance Documentation") and, upon the signature of such Acceptance Documentation, the system shall be deemed to have been accepted by the Customer.
- 8.8 The terms of this agreement shall apply to any repaired or replacement Equipment supplied by Dylan James.

9. ANTI-BRIBERY

9.1 Dylan James shall:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 9.1(b), and will enforce them where appropriate;
- (d) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by Dylan James in connection with the performance of the Contract and these conditions; and
- (e) immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of Dylan James or acquires a direct or indirect interest in Dylan James (and Dylan James warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract).

9.2 Dylan James shall ensure that any person associated with Dylan James who is performing services or providing goods in connection with the Contract and these conditions does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Dylan James in this clause 9 (the "Relevant Terms"). Dylan James shall be responsible for the observance and performance by such persons of the Relevant Terms.

9.3 For the purpose of this clause 9, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

10. RISK AND PROPERTY

10.1 Risk in the Equipment shall pass to the Customer on Delivery.

10.2 Until ownership of the Equipment has passed to the Customer under condition 6.4, the Customer shall:

- (a) hold the Equipment on a fiduciary basis as Dylan James' bailee;
- (b) store the Equipment (at no cost to Dylan James) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as Dylan James' property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
- (d) keep the Equipment insured on Dylan James' behalf for its full price against all risks to the reasonable satisfaction of Dylan James, and hold the proceeds of such insurance on trust for Dylan James and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

10.3 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 17 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to Dylan James on the due date.

- 10.4 The Customer grants Dylan James, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by Dylan James in repossessing the Equipment shall be borne by the Customer.
- 10.5 On termination of the Contract for any reason, Dylan James' (but not the Customer's) rights in this condition 10 shall remain in effect.
- 10.6 Dylan James may appropriate payments by the Customer to such Equipment as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.
- 11. EXPORT TERMS**
- 11.1 Where the Equipment is supplied for export from the United Kingdom, the provisions of this condition 11 shall (subject to any contrary terms agreed in writing between the Customer and Dylan James) override any other provision of these conditions.
- 11.2 The Customer shall be responsible for complying with any legislation governing:
- (a) the importation of the Equipment into the country of destination; and
 - (b) the export and re-export of the Equipment,
- and shall be responsible for the payment of any duties on it.
- 11.3 Unless otherwise agreed in writing between the Customer and Dylan James, the Equipment shall be delivered free on board the air or sea port of shipment and Dylan James shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 11.4 The Customer shall assist Dylan James in Dylan James' application for any export licence required for the delivery of the Equipment to the Customer and the Customer shall be responsible for, and bear the costs of, the procurement of any documentation required in respect of any "end user undertaking", "institution description", "site details" or any further information to be provided by the Customer (in the form required by any applicable regulatory body) as part of Dylan James' application for an export licence.
- 11.5 The Customer acknowledges and agrees that:
- (a) the time taken in obtaining any export licence shall be in addition to, and not form part of, the time estimated by Dylan James for delivery of the Equipment as set out in the Quotation; and
 - (b) any delay in delivery caused by Dylan James' application for the appropriate export licence for the Equipment shall constitute a Force Majeure Event and the provisions of condition 18 shall apply to such delivery.
- 11.6 The Customer shall pay the price for the Equipment in the currency set out in the Quotation.
- 12. WARRANTY**
- 12.1 The warranty provided by Dylan James to the Customer in relation to the Equipment is set out in the Quotation. Dylan James undertakes (subject to the remainder of this condition 12), at its option, to repair or replace Equipment (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within twelve months of delivery and installation.
- 12.2 Dylan James shall not be liable for a breach of the warranty contained in condition 12.1 unless:
- (a) the Customer gives written notice of the defect to Dylan James within seven days of the time when the Customer discovers or ought to have discovered the defect; and
 - (b) after receiving the notice, Dylan James is given a reasonable opportunity of examining such Equipment and the Customer (if asked to do so by Dylan James) returns such Equipment to Dylan James' place of business at the Dylan James' cost for the examination to take place there.
- 12.3 Dylan James shall not be liable for a breach of the warranty in condition 12.1 if:
- (a) the Customer makes any use of Equipment in respect of which it has given written notice under condition 12.2(a); or
 - (b) the defect arises because the Customer failed to follow Dylan James' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or
 - (c) the Customer alters or repairs the relevant Equipment without the written consent of Dylan James.
- 12.4 Any repaired or replacement Equipment shall be under warranty for the unexpired portion of the twelve-month period.

12.5 Dylan James shall not be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.

13. REMEDIES

13.1 Dylan James shall not be liable for any non-delivery of Equipment (even if caused by Dylan James' negligence) unless the Customer notifies Dylan James in writing of the failure to deliver within seven days after the scheduled delivery date.

13.2 Any liability of Dylan James for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Equipment.

13.3 If Dylan James' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under condition 18), the Customer shall be liable to pay to Dylan James all reasonable costs, charges or losses sustained by it as a result, subject to Dylan James notifying the Customer in writing of any such claim it might have against the Customer in this respect.

13.4 In the event of any claim by the Customer under the warranty given in condition 12.1, the Customer shall notify Dylan James in writing of the alleged defect. Dylan James shall have the option of testing or inspecting the Equipment at its current location or moving it to Dylan James' premises (or those of its agent or sub-contractor) at the cost of Dylan James. If the Customer's claim is subsequently found by Dylan James to be outside the scope or duration of the warranty in condition 12, the costs of transportation of the Equipment, investigation and repair shall be borne by the Customer.

14. LIMITATION OF LIABILITY

14.1 The following provisions set out the entire financial liability of Dylan James (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of the Contract; and
- (b) any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

14.3 Nothing in these conditions excludes or limits the liability of Dylan James for:

- (a) death or personal injury caused by Dylan James' negligence; or
- (b) fraud or fraudulent misrepresentation.

14.4 Subject to condition 14.2 and condition 14.3:

- (a) Dylan James shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss or corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) Dylan James' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price payable for the Equipment under condition 5.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 If Dylan James manufactures the Equipment, or applies any process to it, in accordance with a specification submitted or prepared by the Customer or any other information provided by the Customer, the Customer shall indemnify and keep indemnified Dylan James against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other

professional costs and expenses) awarded against or incurred by Dylan James in connection with, or paid or agreed to be paid by Dylan James in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from Dylan James' use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of Dylan James.

- 15.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of Dylan James or (as the case may be) the third party owner of such Intellectual Property Rights.
- 15.3 Dylan James shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of Dylan James.
- 15.4 Dylan James' Intellectual Property Rights in and relating to the Equipment shall remain the exclusive property of Dylan James, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

16. CONFIDENTIALITY AND DYLAN JAMES' PROPERTY

- 16.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Dylan James or its agents, and any other confidential information concerning Dylan James' business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to Dylan James, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 16.2 All materials, equipment and tools, drawings, specifications and data supplied by Dylan James to the Customer shall at all times be and remain the exclusive property of Dylan James, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Dylan James, and shall not be disposed of or used other than in accordance with Dylan James' written instructions or authorisation.
- 16.3 This condition 16 shall survive termination of the Contract, however arising.

17. TERMINATION

- 17.1 Without prejudice to any other right or remedy available to Dylan James, Dylan James may terminate the Contract or suspend any further deliveries under the Contract without liability to the Customer and, if the Equipment has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:
- (a) the ability of the Customer to accept delivery of the Equipment is delayed, hindered or prevented by circumstances beyond the Customer's reasonable control; or
 - (b) an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Customer; or
 - (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - (d) a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or
 - (e) the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
 - (f) the Customer ceases, or threatens to cease, to trade; or
 - (g) the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 17.2 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

18. FORCE MAJEURE

Dylan James reserves the right to defer the date of delivery, or to cancel the Contract or reduce the amount of Equipment ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of Dylan James or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, globally recognised health emergency (pandemic), malicious damage, compliance with any law or governmental

order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (Force Majeure Event).

19. WAIVER

19.1 A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

19.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

20. SEVERANCE

If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

21. STATUS OF PRE-CONTRACTUAL STATEMENTS

Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in the Contract.

22. ASSIGNMENT

22.1 The Customer shall not, without the prior written consent of Dylan James, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

22.2 Dylan James may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

23. THIRD PARTY RIGHTS

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

24. ALTERNATIVE DISPUTE RESOLUTION

24.1 If any dispute arises in connection with this agreement, directors or other senior representatives of the parties with authority to settle the dispute will, within 10 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

24.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("**ADR notice**") to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 10 days after the date of the ADR notice.

24.3 No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

25. NOTICES

Any notice required to be given pursuant to this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out in these conditions, or such other address as may be notified by one party to the other. A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

26. GOVERNING LAW AND JURISDICTION

26.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

26.2 The parties irrevocably agree that the courts of England have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).