

STANDARD TERMS & CONDITIONS OF SUPPLY

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in these conditions of supply (conditions).

1.1 Definitions:

Company means Titan IC Systems Limited (company No. NI065218) whose registered office **is at Unit 8, The Innovation Centre, Northern Ireland Science Park, Queen's Road, Queen's Island, Belfast BT3 9DT**;

Contract means the Customer's order and the Company's acceptance of it in accordance with condition 3.3 or condition 3.4;

Customer means the person, firm or company who purchases Equipment from the Company;

Equipment means the equipment agreed in the Contract to be purchased by the Customer from the Company (including, without limitation, any part or parts of it);

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Software means any software installed on the Equipment or supplied with the Equipment.

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

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.
- 1.8 A reference to writing or written includes faxes and email.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

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

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

3. BASIS OF SALE

3.1 Any quotation is valid for a period of 30 days only, and the Company may withdraw it at any time by notice to the Customer.

3.2 Subject to condition 3.4, 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 Subject to condition 3.4, a binding contract shall not come into existence between the Company and the Customer unless and until the Company issues a written order acknowledgement to the Customer, or the Company delivers the Equipment to the Customer (whichever occurs earlier).

3.4 The Company may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each instalment shall be a separate Contract and no cancellation or termination by either party of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

3.5 No order which has been acknowledged by the Company in accordance with condition 3.3, or an order which has been confirmed in accordance with condition 3.4, may be cancelled by the Customer, except with the agreement in writing of the Company and provided that the Customer indemnifies the Company in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by the Company 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 Company's acknowledgement of order, quotation or invoice.

4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company, and any descriptions or illustrations contained in the Company's 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 the Company shall be subject to correction without any liability on the part of the Company.

4.4 The Company 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. Where the Company is not the manufacturer

of the Equipment, the Company shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to the Company.

4.5 The Company's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Equipment.

5. PRICES

5.1 All prices shall be as stated in the Company's acknowledgement of order. All prices are exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.

5.2 The price of the Equipment shall be the Company's quoted price, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's price list current at the date of acceptance of the order. The Company's published export price list shall apply to exports of the Equipment as appropriate.

5.3 The Company 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 the Company which is due to market conditions or any factor beyond the control of the Company (including without limitation 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 the Company adequate information or instructions.

6. PAYMENT

6.1 Subject to any special terms agreed in writing between the Customer and the Company, the Company may invoice the Customer for the price of the Equipment in US Dollars 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 the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Equipment is ready for collection.

6.2 The terms of payment shall be:

- (a) in the case of Equipment delivered in the United Kingdom, within 10 days of the date of the Company's invoice, whether or not delivery has taken place or title in the Equipment has passed to the Customer; and
- (b) in the case of export sales, in accordance with the conditions set out in the quotation.

6.3 Time for payment of the price shall be of the essence of the Contract.

6.4 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 the Company, the Company shall be entitled to:

- (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 the Company) 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 the Company (whether or not after judgment), at the annual rate of 5% above the base lending rate from time to time of the Bank of England plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
- (d) suspend all further manufacture, delivery, installation or warranty service until payment has been made in full;
- (e) make a storage charge for any undelivered Equipment at its current rates from time to time;
- (f) stop any Equipment in transit; and
- (g) a general lien on all Equipment and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to the Company. The Company 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.

6.5 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 6.5 is without prejudice to any right to claim for interest under the law, or any right under the Contract.

6.6 The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company to the Customer.

7. DELIVERY OF EQUIPMENT AND ACCEPTANCE

7.1 The Company shall use its reasonable endeavours to deliver the Equipment on the date or dates specified in the Company's acknowledgement of order, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Equipment and the Company is not in any circumstances liable for any delay in delivery, however caused.

7.2 The Equipment may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Customer.

7.3 Delivery shall be made during normal business hours (excluding bank or public holidays). The Company may levy additional charges for any deliveries made outside such hours at the Customer's request.

7.4 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment. If the Company is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, the Company may levy additional charges to recover its loss arising from this event.

7.5 Subject to condition 7.6, the Customer shall be deemed to have accepted the Equipment when the Customer has had 7 days to inspect it after delivery and has not exercised in writing its right of rejection in accordance with condition 11.

7.6 The Company shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to the Company (or its carrier, if applicable) within three days of delivery or the proposed delivery date of the Equipment and that the Equipment has been

handled in accordance with the Company's stipulations. Any remedy under this condition 7.6 shall be limited, at the option of the Company, to the replacement or repair of any Equipment which is proven to the Company's satisfaction to have been lost or damaged in transit.

8. RISK AND PROPERTY

8.1 The Equipment shall be at the risk of the Company until delivery to the Customer at the place of delivery specified in the Company's acknowledgement of order. The Company shall off-load the Equipment at the Customer's risk.

8.2 Ownership of the Equipment shall pass to the Customer on the later of completion of delivery (including without limitation off-loading), or when the Company 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 the Company from the Customer on any account.

8.3 Until ownership of the Equipment has passed to the Customer under condition 8.2, the Customer shall:

(a) hold the Equipment on a fiduciary basis as the Company's bailee;

(b) store the Equipment (at no cost to the Company) 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 the Company's 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 the Company's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Company, ensure that the Company's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

8.4 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 16 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to the Company on the due date.

8.5 The Customer grants the Company, 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 the Company in repossessing the Equipment shall be borne by the Customer.

8.6 On termination of the Contract for any reason, the Company's (but not the Customer's) rights in this condition 8 shall remain in effect.

8.7 The Company 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.

9. SOFTWARE LICENCE

9.1 The Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:

- (a) the Customer shall not copy (except to the extent permissible under applicable law which is not capable of exclusion by agreement) or for normal operation of the Equipment), reproduce, translate, adapt, vary or modify the software, nor communicate it to any third party, without Company's prior written consent;
- (b) the Customer shall not use the Software on any equipment other than the Equipment, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides;
- (c) such licence shall be terminable by either party on 28 days' written notice, provided that the Company terminates only if the continued use or possession of the Software by the Customer infringes the developer's or a third party's rights, or the Company is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract; and
- (d) on or before the expiry of this licence, the Customer shall return to the Company all copies of the Software in its possession.

10. EXPORT TERMS AND COMPLIANCE WITH POLICIES

- 10.1 Where the Equipment is supplied for export from the United Kingdom, the provisions of this condition 10 shall (subject to any contrary terms agreed in writing between the Customer and the Company) override any other provision of these conditions.
- 10.2 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.
- 10.3 Unless otherwise agreed in writing between the Customer and the Company, the Equipment shall be delivered free on board the air or sea port of shipment and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 10.4 The Company shall be responsible for arranging for the testing and inspection of the Equipment at the Company's premises before shipment.
- 10.5 The Customer shall pay the price for the Equipment in US Dollars or pounds sterling as agreed on the quotation.

11. WARRANTY

- 11.1 The Company warrants to the Customer that the Equipment is free from defects of workmanship and materials. The Company undertakes (subject to the remainder of this condition 11), 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 24 (twenty four) months of delivery and installation.
- 11.2 The Company shall not in any circumstances be liable for a breach of the warranty contained in condition 11.1 unless:
 - (a) the Customer gives written notice of the defect to the Company within seven days of the time when the Customer discovers or ought to have discovered the defect; and
 - (b) after receiving the notice, the Company is given a reasonable opportunity of examining such Equipment and the Customer (if asked to do so by the Company) returns such Equipment to the Company's place of business at the Company's cost for the examination to take place there.

- 11.3 The Company shall not in any circumstances be liable for a breach of the warranty in condition 11.1 if:
- (a) the Customer makes any use of Equipment in respect of which it has given written notice under condition 11.2(a); or
 - (b) the defect arises because the Customer failed to follow the Company's 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 the Company.
- 11.4 Any repaired or replacement Equipment shall be under warranty for the unexpired portion of the twenty four month warranty period referred to in condition 11.1.
- 11.5 The Company shall not in any circumstances be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.
12. REMEDIES
- 12.1 The Company shall not in any circumstances be liable for any non-delivery of Equipment (even if caused by the Company's negligence) unless the Customer notifies the Company in writing of the failure to deliver within seven days after the scheduled delivery date.
- 12.2 Any liability of the Company for non-delivery of the Equipment in accordance with condition 13.1 shall in all circumstances 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.
- 12.3 If the Company's 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 17), the Customer shall in all circumstances be liable to pay to the Company all reasonable costs, charges or losses sustained by it as a result, subject to the Company notifying the Customer in writing of any such claim it might have against the Customer in this respect.
- 12.4 In the event of any claim by the Customer under the warranty given in condition 11.1, the Customer shall notify the Company in writing of the alleged defect. The Company shall have the option of testing or inspecting the Equipment at its current location or moving it to the Company's premises (or those of its agent or sub-contractor) at the cost of the Company. If the Customer's claim is subsequently found by the Company to be outside the scope or duration of the warranty in condition 11, the costs of transportation of the Equipment, investigation and repair shall be borne by the Customer.
13. LIMITATION OF LIABILITY
- 13.1 The following provisions set out the entire financial liability of the Company (including without limitation 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 howsoever arising; and
 - (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising out of or in connection with the Contract.
- 13.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

- 13.3 Nothing in these conditions excludes or limits the liability of the Company for:
- (a) death or personal injury caused by the Company's negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded in law.
- 13.4 Subject to condition 13.2 and condition 13.3:
- (a) the Company shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) 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) the Company's total liability in contract, tort (including without limitation negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), 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.
14. INTELLECTUAL PROPERTY RIGHTS
- 14.1 If the Company 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 the Company 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 the Company in connection with, or paid or agreed to be paid by the Company in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from the Company's 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 the Company.
- 14.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of the Company or (as the case may be) a third party rights owner.
- 14.3 The Company 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 the Company.
- 14.4 The Company's Intellectual Property Rights in and relating to the Equipment shall remain the exclusive property of the Company, 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.
- 14.5 In relation to the Software:

- (a) the Customer acknowledges that it is buying only the media on which the software is recorded and the accompanying user manuals;
- (b) nothing contained in these conditions shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals; and
- (c) the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence Contracts, terms of use and registration requirements relating to them.

14.6 The Customer shall not: (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Equipment or the Intellectual Property Rights in them and/or their documentation (as applicable) in any form or media or by any means; nor attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Equipment; or (b) access or use all or any part of the Software or Equipment in order to build a product or service which competes with the Software or Equipment, whose expression is substantially similar to that of the Software or Equipment or use such information in any manner which would be restricted by any copyright subsisting in it; or (c) use the Software or Equipment to provide services to third parties; or (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software or Equipment available to any third party; or (e) interfere with or disrupt the integrity or performance of the Software or Equipment or any data or third party data contained therein; or (f) allow the Software or Equipment to become the subject of any charge, lien or encumbrance.

14.7 This condition 14 shall survive termination of the Contract, however arising.

15. CONFIDENTIALITY AND SUPPLIER'S PROPERTY

15.1 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 the Company or its agents, and any other confidential information concerning the Company's 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 the Company, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

15.2 All materials, equipment and tools, drawings, specifications and data supplied by the Company to the Customer shall at all times be and remain the exclusive property of the Company, 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 the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

15.3 This condition 15 shall survive termination of the Contract, however arising.

16. TERMINATION

16.1 Without prejudice to any other right or remedy available to the Company, the Company 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 Contract 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;

- (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of article 103 of the Insolvency (Northern Ireland) Order 1989;
- (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer;
- (f) the holder of a qualifying floating charge over the assets of Customer has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the Customer;
- (h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 16.1(b) to condition 16.1(h) (inclusive);
- (j) the Customer breaches any material obligation under this Contract and (if the breach is capable of remedy) fails to remedy the breach within 14 days of being notified by the Company;
- (k) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

16.2 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

16.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

17. FORCE MAJEURE

The Company 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 the Company or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, 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).

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

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

20.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. ENTIRE AGREEMENT

21.1 This Contract constitutes the entire 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.

21.2 Each party acknowledges that in entering into this 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 this Contract.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

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

22. ASSIGNMENT

22.1 The Customer shall not, without the prior written consent of the Company, 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 The Company 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

No one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

24. NOTICES

24.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

emailed to the CEO in the case of the Company or the Contact Email Address (as set out in the Commercial Terms of the quotation) in the case of the Customer, or such other email address for that party as either party may notify from time to time.

24.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

(c) if sent by email, at 9.00 am on the next day after transmission that is not a weekend or public holiday in Northern Ireland.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25. GOVERNING LAW

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation disputes or claims) are governed by and construed in accordance with the law of Northern Ireland.

26. JURISDICTION

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