

## 1. Application

- 1.1 These Terms and Conditions shall apply to the provision of the Goods and/or Services detailed overleaf by WCS Group, a trading name of Clearwater a company registered in the United Kingdom under number 03659610 whose registered office is at 20 Grosvenor Place, London, SW1X 7HN (Supplier, us, we) to the Client. No other terms and conditions shall apply to the provision of the Goods or Services unless agreed upon in writing and dated between the Supplier and the Client, notwithstanding any agreement which may be in place between the Supplier and the Client relating to goods and/or services which are not expressly the subject of this agreement.

## 2. Definitions and Interpretations

- 2.1 A “**business day**” means any day other than a Saturday, Sunday or bank holiday.
- 2.2 **Client or you** means the person firm or company so described in the Quote and Order.
- 2.3 **Conditions** means the standard terms and condition set out in this document.
- 2.4 **Contract** means the contract of the sale and supply of the Goods and/or the supply and performance of the Services subject to these Conditions;
- 2.5 **Goods** means chemicals or equipment such as machines and parts, needed to complete the contract of works).
- 2.6 **Force Majeure Event** means an event described in clause 21.
- 2.7 **Order** means any written quotation of the Supplier which is accepted by the Client, or any written order of the Client which is accepted by the Supplier for the supply of Goods or performance of Services;
- 2.8 **Fees** means the price of the Goods and/or the charge for the Services;
- 2.9 **Services** means the services offered in water hygiene and water treatment, air and ventilation services, risk assessment services and training and installation services.
- 2.10 **Site** means the location set out in the Order or such other location as the parties may agree.
- 2.11 **Specification** includes plans, drawings, data chemical formula or process or other technical requirements or information relating to the Goods or Services agreed between the Client and the Supplier;
- 2.12 **Writing** includes post, email, facsimile
- 2.13 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 2.14 Words imparting the singular number shall include the plural and vice-versa.

## 3. Quotes and Acceptance

- 3.1 Having issued this quotation which is a contractual offer to provide the Services, the Supplier agrees to enter into a contract for the provision of the Goods and/or Services upon the date the Client's written acceptance of this quotation and Conditions and/or purchase order subject to these Conditions is received.
- 3.2 In consideration of the Fees being paid in accordance with these Terms and Conditions, the Supplier shall supply the Goods and provide the Services to the Client.
- 3.3 This quotation is valid for a period of **30 days only** from the date shown overleaf unless expressly withdrawn by the Supplier at an earlier time.
- 3.4 Delivery of Goods will normally be completed within 2-6 weeks from receipt of a Client's written order instruction, unless specifically stated or agreed otherwise in writing
- 3.5 The Supplier is not obliged to accept an order for Goods or Services from the Client unless the Client has supplied references which are requested by, and satisfactory to, the Supplier.
- 3.6 In situations where prices are submitted on client request without a client site survey or inspection of detailed drawings and/or asset lists, the Supplier reserves the right to charge for work incurred beyond the hours or Goods and/or Services specified in the quotation.
- 3.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other documentation or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

## 4. Goods

- 4.1 Any chemicals included in the quotation will be delivered to the Client at agreed times, unless specifically stated otherwise and notified to the client. We reserve the right to deliver chemicals via a sub-contractor and by the most economic means available to the Supplier.
- 4.2 Chemicals and chemical drum containers delivered by the Supplier become the ownership of the Client once the chemical has been dispensed into the Client's systems. Empty containers are the responsibility of the Client for disposal unless otherwise specifically agreed in writing, with the appropriate costs applied.
- 4.3 We reserve the right to alter our pricing should the price of chemical raw ingredients fluctuate by an amount so as to render the contract uneconomical.
- 4.4 In the event that additional or other chemicals are needed, whether because of incorrect information given to the Supplier, or because of changing system

conditions, such extra chemicals will be deemed outside the scope of the quotation and will be chargeable at list prices applicable on the date of supply.

- 4.5 Any equipment included in the quotation will be delivered to the Client at agreed times, unless specifically stated otherwise.

## 5. Delivery

- 5.1 The Supplier shall ensure that:
- 5.2 each delivery of the Goods is accompanied by a delivery note which shows the relevant Client and Supplier reference numbers, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 5.3 if the Supplier requires the Client to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Returns of packaging materials shall be at the Supplier's expense.
- 5.4 The Supplier shall deliver the Goods to the Site at any time after the Supplier notifies the Client that the Goods are ready.
- 5.5 Delivery of the Goods shall be completed on the Goods' arrival at the Site. Unless otherwise expressly agreed the contract is limited to supply ex-works. The Client shall be responsible for the Site, unloading/loading, storage and transport of the Goods on their arrival at the Site.
- 5.6 Whilst the Supplier will use reasonable endeavours to deliver the Goods by any dates agreed in writing, such dates shall be approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.7 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Client's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 5.8 If the Client fails to accept or take delivery of the Goods within 10 Business Days of the Supplier notifying the Client that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) Delivery of the Goods shall be deemed to have been completed at 9.00 am on the 11th Business Day following the day on which the Supplier notified the Client that the Goods were ready; and
- (b) The Supplier shall store the Goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance).
- 5.9 If 20 Business Days after the Supplier notified the Client that the Goods were ready for delivery the Client has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.
- 5.10 The Supplier may deliver the Goods by instalments, which may be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

## 6. Quality of Goods

- 6.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (or such lesser period as shall be stated in the Order or manifestly clear from the Goods or their packaging or otherwise confirmed to the Client in writing) (**Warranty Period**), the Goods shall:
- (a) Subject to clause 3, conform in all material respects with their description and any applicable Specification;
- (b) Be free from material defects in design, material and workmanship
- (c) Be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- (d) Be fit for any purpose held out by the Supplier.
- 6.2 Subject to clause 6.3, if:
- (a) the Client gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Client (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Client's cost,
- (d) the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 6.1 if:

- (a) the Client makes any further use of such Goods after giving a notice in accordance with clause 6.2;
  - (b) the defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  - (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Client.
  - (d) the Client alters or repairs such Goods without the written consent of the Supplier;
  - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
  - (f) the Goods differ from their description or any Goods Specification as a result of changes made to ensure they comply with applicable statutory, regulatory or health and safety standards.
  - (g) the Supplier advises by any means that the Goods should be used within a stated period from delivery and the Client failed to so use them.
- 6.4 Except as provided in this clause 6, the Supplier shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 6.2.

## 7. Title and risk

- 7.1 The risk in the Goods shall pass to the Client on delivery.
- 7.2 Title to the Goods shall not pass to the Client until the Supplier receives payment in full (in cleared funds) for the Goods and any other goods and/or services that the Supplier has supplied to the Client in respect of which payment has become due.
- 7.3 Until title to the Goods has passed to the Client, the Client shall:
- (a) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
  - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d); and
  - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 7.4 Subject to clause 7.5, the Client may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Client resells the Goods before that time:
- (a) it does so as principal and not as the Supplier's agent; and
  - (b) title to the Goods shall pass from the Supplier to the Client immediately before the time at which resale by the Client occurs.
- 7.5 If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d), then, without limiting any other right or remedy the Supplier may have:
- (a) the Client's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
  - (b) the Supplier may at any time:
    - (i) require the Client to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
    - (ii) if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

## 8. Services

- 8.1 The Supplier shall use reasonable care and skill in its performance of the Services and shall ensure material compliance with any and all relevant codes of practice.
- 8.2 The Supplier shall use its reasonable endeavours to complete its performance of the Services within the time agreed as set out in this quotation; however, time will not be of the essence in the performance of these obligations.
- 8.3 Services provided in respect of the control of Legionella shall be done in accordance with our Code of Conduct as laid down in our membership with the Legionella Control Association. A copy is available on request.
- 8.4 The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.
- 8.5 If the Client wishes to vary any details of the Services, it must notify the Supplier in writing as soon as possible, providing as much information as is necessary to enable the Supplier to consider the proposals. Within 20 business days of receipt of the requested change, the Supplier shall send to the Client a note of the changes and their impact (**Change Notice**). The Change Notice shall include, as a

- minimum, a description of the changes, details of the effects of the proposed changes on the Goods, Services, Fees, any other terms of the Contract and the date of expiry of the validity of the Change Notice. The change to the Fees may include additional costs such as attendance fees and travel costs incurred, in the event that the Service is postponed on the day of the scheduled Service. If the parties agree to the terms set out in the Change Notice, both parties shall sign it and, following signature by both parties, the terms of this Contract shall be varied accordingly. If the Client does not agree then the parties shall negotiate in good faith, but, failing agreement of a Change Notice, the Contract shall remain unvaried.
- 8.6 If, due to circumstances beyond its control, the Supplier has to make any change in the Services or the arrangements relating to the provision thereof, it shall notify the Client immediately. The Supplier shall endeavour to keep any such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
- 8.7 Where the Client does not specify a particular process, the Client shall, before the date of the contract, afford the Supplier all reasonable inspection and sampling facilities to enable the Supplier to select an appropriate process for supply of the Goods and Services provided that the Supplier will not be liable for any defect or failure of the process or entitle the Client to withhold payment if the Supplier has dispensed with such inspection at the request of the Client for whatever reason.

## 9. Client Obligations

- 9.1 The Client is obligated to provide the Supplier with access to all relevant information, materials, properties and other matters which are required to enable the Supplier to provide the Services.
- 9.2 The Client is obligated to acquire any permissions, consents, licences or other matters which are required to enable the Supplier to provide the Services.
- 9.3 The Supplier shall not be liable for any delay or failure to provide the Services where such delay or failure is due to the Client's failure to comply with the provisions of this Clause 9. In such an event Supplier will be able to: suspend performance of the Services; not be held liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Supplier's failure or delay to perform any of the Services; and Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred arising directly or indirectly from the Client's default.
- 9.4 Upon expiry of the agreed term for the provision of any Service the Supplier will no longer attend site, provide support or advise the Client, unless under a separate agreed purchase order, until a renewed contract has been agreed. The Supplier will not be liable for water and air services once the Supplier has provided the Services. In such circumstances, you should immediately inform your Compliance Officer and/or nominated Responsible Person for managing your water and air services and specifically for Legionella control and we would strongly recommend you have in place alternative arrangements to ensure your on-going Compliance with water and air hygiene, treatment and safety for your own liability and risk mitigation.
- 9.5 The Client must operate within all applicable UK statutory laws.
- 9.6 The Client is responsible for ensuring that the terms of the Specification are correct.
- 9.7 Any waste created during works conducted by the Supplier will be left on the Client's site and remain the responsibility of the Client, unless alternative arrangements are agreed.
- 9.8 Whilst every endeavour is made to ensure that the chemical treatment programme (where applicable) is suitable for the purpose for which it is intended, it is the responsibility of the client to provide the Supplier with details of all system components prior to commencement of any works, i.e. steel, iron, copper, aluminium, etc.
- 9.9 Where works are to be carried out involving drainage of water or remedial plumbing works, the Supplier will proceed on the understanding that all drains are mechanically sound and free of blockages, unless specifically advised otherwise in writing by the client prior to commencement of the works. The Supplier will accept no liability for any damage caused or worsened by any pre-existing issues where such notice has not been provided.
- 9.10 The Client shall take adequate provisions for the disposal of water treated with chemical products provided by the Supplier, ensuring that discharge consents are in place from the relevant statutory body or sewerage undertaker, where applicable.
- 9.11 Where works undertaken by the Supplier include the discharge of water, the client is responsible for ensuring that suitable consents are in place, an appropriate drain is identified and any limiting consent conditions are outlined to the Supplier in writing prior to commencement of the works.

## 10. Sub-Contracting and Assignment

- 10.1 The Supplier shall be free to sub-contract the provision of the Services (or any part thereof).
- 10.2 Where the Supplier sub-contracts the provision of the Services or any part thereof it shall ensure that any and all sub-contractors are reasonably skilled in the relevant

practices and shall not pass any additional charges that may be incurred through the use of such sub-contractors on to the Client.

- 10.3 The Client shall not be entitled to assign the contract or any part of it without the prior written support of the Supplier.

## 11. Fees & Payment

- 11.1 The Fees for the Goods and/or Services are set out in this quotation.
- 11.2 In addition to the Fees, the Supplier shall be entitled to recover from the Client all expenses for materials and chemicals used and for third party goods and / or services supplied in connection with the Services. Any expenses not set out in the original quote are to be agreed with Client before being incurred.
- 11.3 The Client shall pay the Supplier for any additional services provided by the Supplier that are not specified in this quotation in accordance with the Supplier's then current, applicable rate in effect at the time of performance or such other rate as may be agreed between the Supplier and the Client. This information can be provided upon request. The provisions of sub-Clause 11.2 shall also apply to such additional services.
- 11.4 The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
- 11.5 VAT is charged on all applicable payments which will be charged at the rate current on the supply date.
- 11.6 Under no circumstances will the Supplier accept any off-set, counter charge or claim in respect of damages, late deliveries, compensation or purchases made by the Supplier.
- 11.7 Under no circumstances does the Supplier accept pay when paid or upstream liquidation clauses, as such all amounts become payable once delivery of service is made.
- 11.8 Following the Client's acceptance of this quotation, the Supplier shall invoice the Client for the Fees upon completion of its provision of the Goods and/or Services unless a payment schedule has been agreed between Supplier and Client in writing.
- 11.9 The Client shall pay the Fees due within 30 days of the date of the Supplier's invoice unless otherwise agreed between Supplier and Client in writing.
- 11.10 Time for payment shall be of the essence of the Contract between the Supplier and the Client.
- 11.11 If the Client fails to make payment within the period in sub-Clause 11.9, the Supplier shall charge the Client interest at the rate of 8% per annum above the Lloyds Bank plc base rate from time to time on the amount outstanding until payment is received in full.
- 11.12 Receipts for payment will be issued by the Supplier only at the Client's request.
- 11.13 All payments must be made in GBP unless otherwise agreed in writing between the Supplier and the Client.

## 12. Cancellation Fees

- 12.1 Either the Supplier or the Client may cancel the order for any reason prior to the Client's acceptance (or rejection) of this quotation.
- 12.2 If the Client cancels the order with the Supplier, for whatever reason, within 48 hours of the scheduled date of the commencement of Services, the Client is liable for the purchase of any Goods required for the completion of the Services together with the costs of any equipment or tools purchased by the Supplier to allow it to provide the services (provided that the Supplier shall, where possible, restock such equipment or tools in which case a re-stocking fee only will apply). These charges will be payable and do not require a purchase order of any sort.
- 12.3 Client site service calls, deliveries and remedial works visits (site visits) are pre-arranged via our works access request system and/or as agreed at contract start up. In the event of a cancellation of a Client site visit the Supplier requires a minimum of 24 hours' notice of cancellation, notice of cancellation to be given in writing in every instance. Site visits which are aborted and have not been cancelled in the above prescribed way will incur a standard cancellation charge of £240 per employee, £400 per team of two per half day. Cancellation charges will be levied in half day blocks only. In accepting these terms the Client agrees these charges will be payable and do not require a purchase order of any sort. Standing time will be charged at a rate of £240 per employee per half day or £400 per team of two, levied in half day blocks. In accepting these terms the Client agrees these charges will be payable and do not require a purchase order of any sort. For the avoidance of doubt, cancelled site visits for which a cancellation fee has been paid in accordance with this clause will not be considered utilised for the purposes of determining the number of such visits remaining available to be booked by the Client in accordance with the Contract.

## 13. Termination and Suspension of Works

- 13.1 The Supplier may terminate the Contract immediately if:
- (a) the Client commits a material breach of its obligations under these Conditions; or
- (b) the Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

- (c) the Client enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- (d) the Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

- 13.2 If the Client fails to make payment within the period in sub-Clause 11.9, the Supplier shall have the right to suspend any further provision of the Services or all further deliveries of Goods and to cancel any future services which may have been ordered by, or otherwise arranged with, the Client.
- 13.3 The Client may terminate the Contract immediately upon the occurrence of any of the events detailed in clause 13.1(b) to 13.1(d) in respect of the Supplier.
- 13.4 All outstanding payments from Client to Supplier shall be paid in full upon termination of the Contract, goods that have not been paid must be returned.
- 13.5 The WCS Group service contract will commence on the specified date and shall continue until the specified date of expiry. Termination of the contract before the date of expiry may be exercised by either party by providing 3 months' notice in writing
- 13.6 Upon expiry of the service contract WCS Group will no longer attend site, provide support or advise the client unless under a separate agreed purchase order until a renewed contract has been agreed. In such circumstances, you should immediately inform your Compliance Officer and/or nominated Responsible Person for managing your water and air services and specifically for Legionella control and we would strongly recommend you have in place alternative arrangements to ensure your on-going Compliance with water and air hygiene, treatment and safety for your own liability and risk mitigation.

## 14. Liability and Indemnity

- 14.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's employees, agents or otherwise) in connection with its supply of the Goods, provision of the Services or the performance of any of its other obligations under these Conditions or this quotation or with the use by the Client of the Services or Goods supplied.
- 14.2 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any property (including that belonging to third parties) caused by the Client or its agents or employees.
- 14.3 Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability, including fraud or fraudulent misrepresentation
- 14.4 Subject to clause 14.3, the Supplier's total liability to the Client is capped at £25M GBP in line with their insurance policy.

## 15. Confidentiality

- 15.1 All information supplied by the Supplier to the Client, including but not limited to, technical and commercial knowhow and costs of our products and goods and services, shall be regarded by the Client as confidential, and will remain the property of the Supplier. This information will not be divulged or revealed by the Client to any third party without the prior knowledge and written agreement of the Supplier.
- 15.2 This clause 15 shall survive termination of the Contract between Client and Supplier.

## 16. No Waiver

- 16.1 No waiver by the Supplier of any breach of these Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.2 No failure or delay on the part of either the Supplier or the Client to exercise any right, power or privilege under these Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

## 17. Severance

- 17.1 In the event that one or more of these Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Conditions (which shall remain valid and enforceable).

## 18. Marketing

- 18.1 The Supplier can, if it wishes, develop and distribute a communication to the media announcing the signing of this agreement. The primary purpose of the announcement being to achieve press coverage in target media. The Client agrees to cooperate with the development of the news announcement and the Supplier agrees to provide the Client with a draft of the news announcement for approval prior to distribution to the media. Written approval to be provided by the Client within seven (7) days of receipt of the draft news announcement and approval not to be withheld without reasonable cause. The Supplier agrees not to disclose any confidential and/or competitively sensitive information in the news announcement.
- 18.2 It is further agreed that the Supplier can, if it wishes, , distribute and use for marketing communication purposes (including but not limited to gaining media coverage) a case study of the project/task/job implemented under the terms of this agreement. The client agrees to cooperate with the development of the case study and the Supplier agrees to provide the client with a draft of the case study for approval prior to use for marketing communication purposes. Written approval to be provided by the client within fourteen (14) days of receipt of the draft case study and approval not to be withheld without reasonable cause.

## 19. Intellectual Property

- 19.1 The Supplier reserves all copyright and any other intellectual property rights (if any) which may subsist in the products of, or in connection with, the provision of the Services. The Supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.
- 19.2 The Client shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 19.2 shall survive termination of the Contract.

## 20. Communications

- 20.1 All notices under these Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 20.2 Notices shall be deemed to have been duly given:
- (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
  - (c) on the fifth business day following mailing, if mailed by national ordinary mail; or
  - (d) on the tenth business day following mailing, if mailed by airmail.
- 20.3 All notices under these Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

## 21. Force Majeure

- 21.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, epidemic, pandemic, governmental action or any other event that is beyond the control of the party in question.

## 22. Law and Jurisdiction

- 22.1 These Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 22.2 Any dispute, controversy, proceedings or claim between the Supplier and the Client relating to these Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.