

UK SHARED BUSINESS SERVICES LTD.

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

DEFINITIONS AND INTERPRETATION

1.1. In the Contract (as defined below) the following expressions have the meaning set opposite:

these Conditions – these general terms and conditions;

the Contract – the contract between the Customer(s) and the Supplier incorporating these Conditions, any Special Conditions and the Purchase Order;

the Customer(s) – the person, firm or company as specified in the Purchase Order;

the Confidential Information – the Customer(s)' Confidential Information and/or the Supplier's Confidential Information as the context requires;

Customer(s)' Confidential Information - any information, know-how and data (in any form or medium) that is disclosed by or on behalf of UK Shared Business Services Ltd (UK SBS) or any Customer to the Supplier in anticipation or performance of the Contract or which comes to the Supplier's knowledge as a result of the provision of the Goods and/or Services, or otherwise from the presence of the Supplier's employees or representatives on any Customer premises, in particular (but without limitation) any information identified as confidential in the Purchase Order, together with the terms of the Contract, in particular (but without limitation) terms relating to Price and payment;

the Delivery Address(es) – the address or addresses for delivery of the Goods as specified in the Purchase Order;

the Goods – any goods supplied or to be supplied by the Supplier to the Customer(s) under the Contract (including any part or parts of them) as specified in the Purchase Order, as amended from time to time in accordance with the Contract;

Deliverables - all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

the Delivery Date – the delivery date (if any) as specified in the Purchase Order;

Document - includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

the End Date – the end date (if any) as specified in the Purchase Order;

Intellectual Property Rights – all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or 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 know-how and trade secrets) and any other intellectual property rights whether now existing or coming into existence at some future date in any part of the world, in each case whether registered or unregistered and including all applications (and rights to apply) for and renewals or extensions of such rights, and any accrued rights of action in respect of any of the above;

the Price – the price or charges set out in the Purchase Order, as amended from time to time in accordance with the Contract or, in the case of Services provided on a time and materials basis, calculated in accordance with Condition 5.5;

the Purchase Order – the order form (including the Specification) attached to and incorporating these Conditions;

the Services – the services, including any Deliverables, to be provided by the Supplier to the Customer(s) under the Contract as specified in the Purchase Order, as amended from time to time in accordance with the Contract;

the Special Conditions – the special conditions (if any) appended to these Conditions;

the Specification – the specification (if any) of any of the Goods and/or Services attached to and forming part of the Purchase Order;

the Start Date – the Start Date (if any) as specified in the Purchase Order;

the Supplier – the person, firm or company who supplies the Goods and/or Services to the Customer(s) as specified in the Purchase Order;

the Supplier's Confidential Information – any information (in any form or medium) relating to the business, finances or technology of the Supplier which is disclosed to UK SBS and/or any Customer in anticipation or performance of the Contract or in the provision of any Goods and/or Services and which is identified as confidential at the time of its disclosure;

TUPE – the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;

UK SBS – UK Shared Business Services Ltd, a company registered in England with registration number 06330639, whose registered office address is at North Star House, North Star Avenue, Swindon, Wiltshire, SN2 1FF;

the Warranty Period – the warranty period for the Goods and Deliverables stated in the Purchase Order, or if none is stated, the period of twelve (12) months from the date of delivery of the relevant Goods or Deliverables;

Working Day – any day that is not: a Saturday or Sunday; or a day which is a public holiday in England; or 27, 28, 29, 30 or 31 December in any year.

1.2. References in these Conditions to any enactment, act, order, regulation or similar instrument are to be construed as references to that enactment, act, order, regulation or instrument as amended by any later enactment, order, regulation or instrument or as contained in any later re-enactment of it.

1.3. The headings in these Conditions are for ease of reference only and do not affect their interpretation or construction.

2. CONTRACT

2.1. UK SBS is the agent of the Customer(s) for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of goods and

services on behalf of the Customer(s). UK SBS will not itself be a party to nor have any liability under the Contract unless it is expressly specified as a Customer in any Purchase Order.

- 2.2. When UK SBS sends to the Supplier a completed Purchase Order signed by an authorised representative of UK SBS, it is making an offer to purchase the Goods and Services on behalf of the Customer(s). The Contract is formed when the Supplier either expressly by giving notice of acceptance or impliedly by fulfilling the Purchase Order, in whole or part, accepts the offer.
- 2.3. These Conditions and the Purchase Order (including any Specification), together with any Special Conditions, apply to the supply of the Goods and Services to the exclusion of all other terms and conditions. Any other terms and conditions proposed by the Supplier or which the Supplier purports to apply (whether in any quotation, confirmation of order, in correspondence or in any other context) will not form part of the Contract or be binding on the Customer(s).
- 2.4. These Conditions, the Special Conditions (if any) and the Purchase Order (including any Specification) constitute the entire agreement between the Customer(s) and the Supplier in relation to the Goods and Services and supersede all earlier agreements, arrangements and understandings relating to that subject matter.
- 2.5. If there is any conflict or inconsistency between these Conditions, the Purchase Order (including any Specification) and the Special Conditions; the Purchase Order will prevail over the Special Conditions and the Special Conditions will prevail over these Conditions, in each case to the extent necessary to resolve that conflict or inconsistency.
- 2.6. Neither the Contract nor any Goods nor Services may be amended, supplemented or varied in any way without the prior written agreement of both UK SBS and the Customer(s).

3. PERFORMANCE AND DELIVERY

- 3.1. The Supplier will supply all Goods and Services in accordance with the Contract.
- 3.2. The Supplier will deliver the Goods on the Delivery Date or, if none is specified, within a reasonable period after the date of acceptance of the offer by the Supplier in accordance with Condition 2.2.
- 3.3. The Supplier will provide the Services between the Start Date and the End Date, or if no such dates are specified, within a reasonable period after the date of acceptance of the offer by the Supplier in accordance with Condition 2.2, and will meet any performance dates for the Services (including the delivery of any Deliverables) specified in the Purchase Order.
- 3.4. Time for delivery of the Goods and Services will be of the essence. If the Supplier fails to deliver any Goods or Deliverables by the Delivery Date or to provide any Service when due, the Customer(s) may (without prejudice to any other right or remedy it/they may have):
 - (a) terminate the Contract in whole or in part without liability to the Supplier;
 - (b) refuse to accept any subsequent delivery of Goods or Deliverables or performance of Services that the Supplier attempts to make;

- (c) purchase substitute Goods, Deliverables and/or Services from elsewhere; and/or
 - (d) recover from the Supplier any expenditure reasonably incurred by UK SBS or the Customer(s) in obtaining the Goods, Deliverables and/or Services from another Supplier.
- 3.5. The Supplier will deliver all Goods, carriage paid, during normal business hours on a Working Day to the Delivery Address(es) or to such other place of delivery as is specified by UK SBS or the Customer(s) in writing prior to delivery of the Goods. The Supplier will off-load the Goods at its own risk as directed by the Customer(s). The Goods will remain at the risk of the Supplier until delivery to the Customer(s) (including off-loading) is complete and sign-off of the delivery note has been obtained, at which point ownership will pass to the Customer(s).
- 3.6. The Supplier will ensure that each delivery of Goods is accompanied by a delivery note which shows the number and date of the Purchase Order to which it relates, the number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 3.7. If the Customer(s) has/have agreed to accept delivery of Goods by installments (as indicated in the Purchase Order), the Contract will be construed as a single contract in respect of each installment. Nevertheless, the failure by the Supplier to deliver any one installment will entitle the Customer(s) at its/their option to treat the whole Contract as repudiated.
- 3.8. If the Supplier delivers to the Customer(s) Goods in excess of the quantities ordered, the Customer(s) will not be bound to pay for the excess and any excess will remain at the Supplier's risk and will be returnable to the Supplier at the Supplier's expense.
- 3.9. The Supplier will obtain, at its risk and expense, any export and import licences or other authorisations necessary for the export and import of the Goods and their transit through any country or territory, will deal with all customs formalities necessary for their export, import and transit, and will bear the costs of complying with those formalities, and all duties, taxes and other charges payable on export or import.
- 3.10. Without prejudice to the Customer(s)' statutory rights, the Customer(s) will not be deemed to have accepted any Goods or Deliverables until it/they has/have had at least fourteen (14) Working Days after delivery to inspect them and the Customer(s) will also have the right to reject any Goods and Deliverables as though they had not been accepted for fourteen (14) Working Days after any latent defect in the Goods or Deliverables has become apparent.
- 3.11. If, in connection with the supply of any Goods, Services or Deliverables, a Customer permits any employees or representatives of the Supplier to have access to any Customer premises, the Supplier will ensure that, while on Customer premises, its employees and representatives comply with (i) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and (ii) any Customer policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Customer laboratory, facility or equipment which is brought to their attention or given to them whilst

they are on Customer premises by any employee or representative of the Customer.

4. CUSTOMER OBLIGATIONS

4.1. The Customer(s) will:

- (a) provide the Supplier with any and all information, software, equipment, materials and documentation reasonably required by the Supplier; and
- (b) carry out any task allocated as the Customer's responsibility in the Purchase Order (including any Specification);

in a timely manner to allow the Supplier to carry out its obligations under the Contract.

4.2. If, in connection with the supply of any Goods or Services, a Customer permits any employees or representatives of the Supplier to have access to any Customer premises, the Customer will inform the Supplier of all Customer policies, regulations, codes of practice or instructions relating to health and safety, security, the environment or access to and use of any Customer laboratory, facility or equipment that may apply.

5. PRICE AND PAYMENT

5.1. The Customer(s) will pay the Price to the Supplier in the proportions indicated on the Purchase Order.

5.2. The Price for all Goods will be as stated in the Purchase Order and, unless otherwise agreed in writing by the Customer(s), may not be varied and is inclusive of all materials, costs, charges and expenses (subject to Condition 5.7). The Supplier will invoice the Customer(s) on delivery of the Goods.

5.3. The Price for Services may be on a fixed price basis or on a time and materials basis. If the Services are provided on a fixed price basis, Condition 5.4 will apply. If the Services are provided on a time and materials basis, Conditions 5.5 and 5.6 will apply.

5.4. Where the Services are provided on a fixed price basis, the Price will be as stated in the Purchase Order and, unless otherwise agreed in writing by the Customer(s), may not be varied and is inclusive of all costs, charges and expenses (subject to Condition 5.7). The Supplier will invoice the Customer(s) on completion of the Services (unless any other date or payment schedule is specified in the Purchase Order).

5.5. Where the Purchase Order states that the Services are provided on a time and materials basis, the Price for those Services will be calculated as follows:

- (a) the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates, subject to any discount specified in the Purchase Order;
- (b) the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours as are agreed by the Supplier and the Customer on a Working Day;
- (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Customer(s);
- (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate

- the charges covered by each monthly invoice referred to in Condition 5.5 (e) and will provide copies of such time sheets to the Customer(s) on request; and
- (e) the Supplier will invoice the Customer(s) monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this Condition and Condition 5.6.
- 5.6. The Customer(s) will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing any Services to the Customer(s) provided that the Customer(s)' prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and further provided that the Supplier complies at all times with UK SBS's expenses policy from time to time in force (a copy of which is available to the Supplier on request).
- 5.7. The Price and any expenses due under Condition 5.6 are exclusive of any applicable value added or other sales tax which, where applicable, the Customer(s) will pay to the Supplier at the statutory rate in force at the relevant time.
- 5.8. The Customer(s) will pay each invoice which is properly due and submitted to it by the Supplier within thirty (30) days after receipt.
- 5.9. Without prejudice to any other right or remedy, each Customer reserves the right to set off any amount owing at any time from the Supplier to that Customer against any amount payable by that Customer to the Supplier under the Contract.
- 5.10. If any sum due under the Contract is not paid when due then, without prejudice to any other right or remedy, that sum will bear interest from the date due until payment is made in full, both before and after any judgment, at two (2)% per annum over Barclays Bank PLC base rate from time to time. The Supplier is not entitled to suspend deliveries of any Goods or Services as a result of any sums being outstanding.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. In respect of the Goods and any goods that are transferred to the Customer(s) as part of the Services under the Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer(s), it will have full and unrestricted rights to sell and transfer all such items to the Customer(s).
- 6.2. Save as otherwise provided in the Special Conditions, the Supplier assigns to the Customer(s), with full title guarantee and free from all third party rights, all Intellectual Property Rights in all products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier, which are not assigned under this Condition, the Supplier grants to the Customer a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to adapt, copy and use those products and Deliverables for any purpose.
- 6.3. The Supplier shall obtain waivers of all moral rights in the products, including

for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

- 6.4. The Supplier may use, solely for the purpose of performing its obligations under the Contract, all information, software, Documents and materials supplied to it by or on behalf of UK SBS or the Customer(s).
- 6.5. The Customer(s) may use the Goods in any way and for any purpose.
- 6.6. The Supplier will, promptly at the Customer(s)' request do (or procure to be done) all such further acts and things and the execution or all such other documents as the Customer(s) may from time to time require for the purpose of securing for the Customer(s) the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Customer(s) in accordance with this Condition 6.
- 6.6. All information (including Customer(s)'s Confidential Information), software, equipment, materials and Documents provided by or on behalf of the Customer(s) to the Supplier will, at all times, be and remain the exclusive property of the Customer(s), but will be held by the Supplier at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer(s). The Supplier will not dispose of or use any such information (including Customer(s)'s Confidential Information), software, equipment, materials or Documents for any purpose other than the purpose of fulfilling its obligations under the Contract (or as otherwise instructed by the Customer(s) in writing).

7. CONFIDENTIALITY

- 7.1. The Supplier will keep confidential and not disclose to any third party nor use for any purpose, other than the purpose of fulfilling its obligations under the Contract, any of the Customer(s)' Confidential Information.
- 7.2. The Customer(s) will keep confidential and not disclose to any third party nor use for any purpose, other than the purpose of fulfilling its obligations under the Contract, any of the Supplier's Confidential Information.
- 7.3. The obligations of confidence and non-use in this Condition 7 will not apply in relation to any Confidential Information which:
 - (a) is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;
 - (b) is or becomes publicly known without any breach of the Contract or any other undertaking to keep it confidential;
 - (c) has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of obligation of confidentiality owed to the other party; or
 - (d) is approved for release in writing by an authorised representative of the other party.
- 7.4. Neither the Supplier nor any Customer will be in breach of its obligations to

keep any Confidential Information confidential to the extent that it discloses any Confidential Information pursuant to the requirement of any law or regulation or the order of any court of competent jurisdiction, provided that the party required to make that disclosure has previously informed the other of the requirement to make the disclosure and the information required to be disclosed and that the disclosure is limited to the extent and for the purpose required.

- 7.5. No Customer or UK SBS will be in breach of any obligation to keep the Supplier's Confidential Information confidential or not to disclose it to any third party by making it available to any other Customer (including any of the United Kingdom Research Councils), any third party with whom any Customer or UK SBS is collaborating or UK SBS.
- 7.6. If UK SBS or any Customer receives a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose any information that, under the Contract, is the Supplier's Confidential Information, it will notify the Supplier and will consult with the Supplier. The Supplier will respond to UK SBS within 10 days after receiving UK SBS's or the Customer(s)' notice if that notice requests the Supplier to provide information to assist UK SBS or the Customer(s) to determine whether or not an exemption to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 applies to the information requested. The Supplier acknowledges that the decision as to whether or not an exemption does apply and whether the Confidential Information requested can be withheld rests solely with UK SBS or the Customer(s) as applicable.
- 7.7. Neither UK SBS, the Customer(s) nor the Supplier will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

8. WARRANTIES

- 8.1. The Supplier warrants to the Customer(s) that:
 - (a) on delivery and throughout the Warranty Period, all Goods will comply with the Specification (if any) and their description in the Purchase Order;
 - (b) all Goods and Deliverables will be of the best available design, of the best quality material and workmanship and without fault;
 - (c) the Services will be supplied with reasonable skill and care and in accordance with all generally recognised commercial standards and practices for similar Services;
 - (d) the Services and Deliverables will comply with the Specification (if any) and their description in the Purchase Order;
 - (e) all Goods, Deliverables and Services will be provided in accordance with all applicable legislation in force from time to time and the Supplier will inform the Customer as soon as it becomes aware of any changes in that legislation;
 - (f) it has all governmental and other approvals, consents and licences necessary for it to make, use and supply the Goods and Deliverables and to perform the Services; and

- (g) (unless specifically stated otherwise in the Purchase Order) all Goods and Services provided by the Supplier are destined for supply into the United Kingdom.
- 8.2. The Customer(s)' rights under this Condition 8 are in addition to the statutory terms implied in favour of the Customer under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other statute.
- 8.3. Without prejudice to any other right or remedy which the Customer(s) may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of, the Contract, the Customer(s) may, at its/their option avail itself/themselves of any one or more of the following remedies at its/their discretion, whether or not any part of the Goods have been accepted:
 - (a) rescind the Contract for any outstanding Purchase Order(s);
 - (b) reject the Goods (in whole or part) and/or Deliverables and return them to the Supplier at the risk and cost of the Supplier and/or reject any Services that have been supplied on the basis that a full refund for the Goods, Deliverables and/or Services so returned or rejected will be paid forthwith by the Supplier;
 - (c) give the Supplier the opportunity at the Supplier's expense to remedy any defect in any Goods, Deliverables and/or Services or to supply replacement Goods, Deliverables and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - (d) refuse to accept any further deliveries of Goods, Deliverables and/or supply of Services without any liability to the Supplier; and/or
 - (e) claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of Contract.

9. INDEMNITY

- 9.1. The Supplier will indemnify and hold UK SBS and the Customer(s) harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, UK SBS and/or any Customer(s) as a result of or in connection with:
 - (a) in relation to the Goods or Deliverables, defective workmanship, quality or materials;
 - (b) any infringement or alleged infringement of any Intellectual Property Rights or other third party rights arising out of the use, manufacture or supply of the Goods, Deliverables and/or Services; or
 - (c) any claim made against UK SBS or any Customer in respect of any liability, loss, damage, injury, cost or expense sustained by any of them or any of their employees, agents, customers or other third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises as a consequence of a direct or indirect breach, or negligent performance, or failure or delay in performance of the Contract by the Supplier.
- 9.2. During the term of the Contract and for a period of 3 years thereafter, the

Supplier will maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than the value of the Contract and will, on the request of UK SBS or any Customer, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

- 9.3 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to UK SBS or any Customer pursuant to TUPE and the Supplier indemnifies UK SBS and the Customer(s) against any and all claims whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach of this Condition.

10. TERMINATION

- 10.1. Without prejudice to any other rights or remedies which the parties may have, either the Customer(s) (on the one hand) or the Supplier (on the other hand) may terminate the Contract with immediate effect by giving notice to the other if:
- (a) the other commits any material breach of the Contract and (in the case of a breach that is capable of being remedied) has failed to remedy that breach within thirty (30) days after receiving notice requiring it to remedy that breach; or
 - (b) the other has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or the other passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the other becomes subject to an administration order, or if the other enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.
- 10.2. The Customer(s) will have the right at any time and for any reason to terminate the Contract in whole or part by giving thirty (30) days written notice to the Supplier.
- 10.3. In the case of termination by the Customer(s) each Customer may only terminate the Contract in relation to the supply of Goods and/or Services to it and in the case of termination by the Supplier in accordance with Condition 10.1, the Supplier may only terminate the Contract in relation to the Customer(s) affected by the circumstances giving rise to the right to terminate.
- 10.4. On termination of the Contract for any reason:
- (a) all work on the Contract will be discontinued;
 - (b) the Supplier will immediately deliver to the Customer(s) all Goods and Deliverables and all work-in-progress together with all information (including Confidential Information), software, equipment, materials and documentation provided by or on behalf of the Customer(s) to the Supplier or generated by the Supplier in the course of providing the Goods and/or Services; and
 - (c) (except in the case of termination by the Customer(s) under Condition

10.1), the Customer(s) will pay the Supplier fair and reasonable recompense for all Goods, Deliverables, work-in-progress and Services delivered or properly performed in accordance with the Contract up to the date of termination (but not including any compensation for loss of anticipated profits or any consequential loss). The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any recompense claimed.

- 10.5. The expiry or termination of the Contract will not affect any accrued rights or liabilities of the Customer(s) or the Supplier, nor will it affect the coming into force or the continuance in force of any provision of the Contract that is expressly, or by implication, intended to come into or to continue in force on or after termination.
- 10.6. Without prejudice to the generality of Condition 10.5, Conditions 1, 2, 6, 7, 8, 9, 10.3, 10.4, 10.5, 10.6 and 11 will survive the termination or expiry of the Contract and will continue in force indefinitely.

11. GENERAL

- 11.1. No forbearance or delay by the Customer(s) or the Supplier in enforcing its rights will prejudice or restrict those rights. No waiver of any right or breach will operate as a waiver of any other right or breach. No right, power or remedy conferred on, or reserved to, the Customer(s) or the Supplier is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative. Where there is more than one Customer to the Contract, each Customer may only exercise its rights and remedies under the Contract in relation to the Goods and Services due to it.
- 11.2. If any part of the Contract is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Contract will not be affected.
- 11.3. All notices to be given under the Contract must be in writing and be sent to UK SBS (for the attention of Procurement Policy Manager) or the address or fax number of the Supplier set out in the Purchase Order, or any other address or fax number which the intended recipient may designate by notice given in accordance with the provisions of this Condition 11.3. Any notice may be delivered personally (including by courier), or sent by first class pre-paid letter or by fax and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; and if by fax, when despatched, provided the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the intended recipient's fax number. UK SBS may give or receive any notice under the Contract on behalf of the Customer(s) and any notice given or received by UK SBS will be deemed to have been given or received by the Customer(s) specified in the notice.
- 11.4. Neither the Customer(s) nor the Supplier may assign the Contract or any of its rights or obligations under it, whether in whole or in part, without first obtaining the other's written consent (such consent not to be unreasonably withheld or delayed), which, in the case of the Supplier, requires the written consent of all of the Customer(s). The Supplier may not sub-contract any of its obligations under the Contract without first obtaining the written consent of the Customer(s).

- 11.5. Nothing in the Contract creates any partnership or joint venture between the Customer(s) and the Supplier, or the relationship between them of principal and agent.
- 11.6. No third party is entitled to the benefit of the Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that UK SBS or any of the Customer(s) may directly enforce or rely on any Condition expressed to be for the benefit of any of them.
- 11.7. Where there is more than one Customer to the Contract, the liability of the Customers for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of their own breaches. Where more than one of the Customers is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant Customers in proportion to the Price payable by each of them under the Contract.
- 11.8. The Contract and its validity are governed by, and the Contract is to be construed in accordance with, the laws of England. The parties agree to submit to the non-exclusive jurisdiction of the English Courts.