

1. Definitions

1.1 In these Conditions:

'Scott' means any company who is identified as being a subsidiary/ associated company of Scott Group Investments Limited;

'Conditions' means the standard terms and conditions of purchase set out herein and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Scott and the Supplier;

'Contract' means the contract between the Supplier and Scott for the sale and purchase of the Goods and/or the supply and acquisition of the Services (as the case may be) consisting of the Order and these Conditions;

'Contract Representatives' means, where possible, the Line Manager of the Scott purchaser and the Line Manager of the order receiver

'Contract Directors' means, where possible, the Scott Director of Purchasing or similar and the Supplier Director of Sales or similar
delivery address' means the address stated for delivery on the Purchase Order;

'intellectual property rights' means any copyright, patents, utility models, registered or unregistered trade or service marks, registered or unregistered design rights, database rights, other proprietary rights or applications for the same, as such rights exist anywhere in the world disclosed to the Supplier pursuant to these Conditions or forming part of the Scott Property shall remain the property of Scott. The Supplier shall have no rights in respect of the Intellectual Property Rights other than a licence to use the same in accordance with the terms of the Contract.

'Order' means Scott's purchase order for the Goods and/or the Services;

'Scott Property' means all or any materials, equipment, tools, dies, moulds, drawings, specifications and data and any Intellectual Property Rights in relation to the same supplied by or on behalf of Scott to the Supplier pursuant to these Conditions;

'price' means the price payable by Scott for the Goods and/or the Service (as the case may be) as specified in the Order;

'Supplier' means the person, firm or company responsible for providing the Goods and/or the Services (as may be the case) under the Contract whose details appear in the Order and the Supplier shall where relevant be deemed to include all its' officers, employees, subcontractors and / or agents engaged in any way in the performance of the Contract;

'services' means the services (including any instalment of the services or any part of them) described in the Order;

'specification' includes any plans, drawing, data or other information relating to the Goods and/or the Services;

'writing' includes telex, cable, facsimile transmission and comparable means of communication (including e-mail)

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

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

2. Basis of purchase

2.1 The Order constitutes an offer by Scott to purchase the Goods and/or acquire the Services subject to these Conditions. All orders are deemed to be accepted by the Supplier unless refused in writing within a period of two (2) days of the order date contained in the Purchase Order.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to Scott or subject to which the order is accepted or purported to be accepted by the Supplier. New terms or conditions endorsed upon, delivered with or contained in the Suppliers quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.3 No variations to the Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of Scott and the Supplier.

3. Specifications

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by Scott to the Supplier or agreed in writing by Scott (or in the absence of any such specification or notification, shall be of the best available design, of the best quality, material and workmanship and be without fault).

3.2 Any Specification supplied by Scott to the Supplier, or specifically produced by the Supplier for Scott, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of Scott. The Supplier shall not disclose to any third party or use such Specifications except the extent that it is or becomes public knowledge through no fault of the Supplier or as required for the purpose of the Contract.

3.3 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.4 The Supplier shall not unreasonably refuse any request by Scott to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch, and the Supplier shall (at no expense to Scott) provide Scott with all facilities reasonably required for inspection and testing.

3.5 If as a result of inspection or testing Scott is not satisfied that the Goods were complying in all respects with the Contract, Scott shall inform the Supplier and the Supplier shall (at no expense to Scott) immediately take such steps as are necessary to ensure compliance and in addition Scott shall have the right to require and witness further testing and inspection.

3.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Suppliers obligations under the Contract.

3.7 If any of the Goods fail to comply with the provisions set out in Condition 3, Scott shall be entitled to avail itself of any one or more remedies listed in Condition 11.

3.8 The Goods shall be marked in accordance with Scott's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. Contract Price / Payment

4.1 The Price of the Goods and/or the Services (as the case may be) shall be stated in the Order and, unless otherwise so stated, shall be:

4.1.1 exclusive of any applicable value added tax (which shall be payable by Scott subject to receipt of a VAT invoice); and

4.1.2 inclusive of all the charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and/or the performance of the Services at the Delivery Address (as the case may be) and any duties, imposts or levies other than value added tax.

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Scott in writing. Further, no extra charges (whether on account of any time or material charges or any costs or expenses incurred by the Supplier in the performance of the Contract) shall be accepted by Scott unless otherwise expressly agreed in writing by Scott.

4.3 Scott shall be entitled to any discount for the prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

4.4 The Supplier shall be entitled to invoice Scott on or at any time after delivery of the Goods and/or performance of the Services (as the case may be) and the Supplier shall ensure that each invoice quotes the number of the Order. The Supplier hereby acknowledges that Scott shall not be obliged to

pay in accordance with these Conditions any invoice issued by the Supplier which fails to include the number of the Order as required by this Condition.

- 4.5 Unless otherwise stated in the Order or otherwise agreed in writing by Scott and the Supplier, Scott shall pay the Price of the Goods and the Services within 60 days after the end of the month of the receipt by Scott of a proper invoice or, if later, after acceptance of the Goods and/or Services (as the case may be) in question by Scott or its eventual customer (as the case may be), but time for payment shall not be of the essence of the Contract.
- 4.6 Without prejudice to any other right or remedy Scott reserves the right to set off any sums due by the Supplier to Scott against any sums due to the Supplier by Scott to the extent that the Goods and/or the Services (as the case may be) have not been provided in accordance with the Contract and shall notify the Supplier accordingly in writing for such withholding. Exercise by Scott of its rights under this Condition shall be without prejudice to any rights or remedies available to it under the Contract
- 4.7 Subject always to Conditions 4.4 and 4.6, if any sum under the Contract is not paid when due, that sum shall bear interest from the due date until payment is made in full at 0.5% per annum over HSBC Plc's base rate from time to time.
- 4.8 The Supplier acknowledges that it is not entitled to suspend deliveries of the Goods and/or the Services (as the case may be) as a result of any sums being outstanding pursuant to Conditions 4.4, 4.6 and/or 4.7.

5. Delivery of Goods / Deliverables

- 5.1 The Goods shall be delivered carriage paid to, and the Services shall be performed at, the Delivery Address (or such other address as is notified to the Supplier in advance of delivery by Scott in writing) on the date or within the period stated in the Order, in either case during Scott's usual business hours as notified to the Supplier from time to time.
- 5.2 Where the day of delivery of the Goods and/or of the performance of the Services is to be specified after the placing of the Order, the Supplier shall give Scott reasonable notice of the specified date.
- 5.3 The time of delivery of the Goods and/or of performance of the Services (as the case may be) is the essence of the Contract.
- 5.4 An advice note quoting the number of the Order, the number of packages and contents and, in the case of a consignment, the outstanding balance remaining to be delivered must accompany each delivery or consignment of the Goods and must be displayed prominently. Further, the Supplier shall ensure that all deliveries are clearly labelled in accordance with Scott's delivery instructions from time to time.
- 5.5 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single Contract and not severable. Failure by the Supplier to deliver any one instalment shall entitle Scott as its option to treat the whole Contract as repudiated.
- 5.6 The Supplier warrants that the quantity of the Goods to be delivered to Scott pursuant to the Contract shall be not less than the quantity of Goods set out in Scott's Order. In the event that the quantity of Goods delivered to Scott is:
 - 5.6.1 Less than the quantity ordered, the Supplier shall (without prejudice to any other remedies available to Scott) at its own expense forthwith deliver to Scott any such quantity of Goods as is necessary to equal the total quantity delivered with the total quantity ordered;
 - 5.6.2 More than the quantity ordered, Scott shall be entitled to retain such excess without payment to the Supplier, and full legal and equitable title in and to such excess quantity shall immediately pass to Scott on delivery.
- 5.7 Scott shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any goods until Scott or its customer (as the case may be) has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the goods has become apparent. Scott may return the goods (or any part) to the Supplier at the Supplier's own risk and expense and promptly recover any sums paid for the rejected part.
- 5.8 The Supplier shall supply Scott in good time with any instructions or other information required to enable Scott to accept delivery of the goods and/or performance of the services (as the case may be).
- 5.9 Scott shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by Scott. However, in the event that Scott agrees to return such packaging or packing materials to the Supplier, the Supplier agrees that such return shall be at the Suppliers expense and risk.
- 5.10 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, Scott shall be entitled to:
 - 5.10.1 cancel the Contract in whole or in part and recover from the Supplier the Price (where the Contract is cancelled in whole) or such part of the Price which relates to that part of the Contract cancelled by Scott (and which the Supplier agrees to pay immediately upon request);
 - 5.10.2 refuse to accept any subsequent delivery of the Goods and/or the Services which the Supplier attempts to make;
 - 5.10.3 recover from the Supplier any expenditure reasonably incurred by Scott in obtaining the Goods in substitution from another Supplier; and
 - 5.10.4 deduct from the Price or (if Scott has paid the Price) to claim from the Supplier by way of liquidated damage for delay one per cent of the Price for every week's delay, up to maximum of fifteen percent.

6. Risk and Title

- 6.1 Risk of damage to or loss of the Goods shall pass to Scott upon delivery to Scott in accordance with the Contract. The Supplier shall insure the Goods for the full reinstatement value thereof up to the date of delivery and acceptance.
- 6.2 Full legal and equitable title in the Goods shall pass to Scott upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Scott once payment has been made and the Goods have been appropriated to the Contract.

7. Scott Property

- 7.1 Where Scott agrees to supply or supplies Scott Property to the Supplier in order to facilitate the fulfilment of the Order by the Supplier:
 - 7.1.1 the Supplier acknowledges that the Scott Property is at all times and shall remain the exclusive property of Scott and that at no time shall legal or equitable title in the Scott Property pass to the Supplier;
 - 7.1.2 the Supplier shall only be authorized to use the Scott Property for the fulfilment of the Order and shall not itself use (or permit any third party to use) the same for any other purposes (including for the benefit of the Supplier); and
 - 7.1.3 the Supplier shall be responsible for the care, control, security and maintenance of the Scott Property at its own risk and expense and shall effect such insurance in respect of the Scott Property as Scott may from time to time reasonably specify (and shall supply to Scott copies of the applicable insurance policies upon request).
- 7.2 For so long as the Supplier retains control or custody of the Scott Property pursuant to these Conditions, the Supplier shall:
 - 7.2.1 hold the Scott Property on a trustee basis for Scott;
 - 7.2.2 store the Scott Property (at no cost to Scott) separately from all other property in its possession and marked in such a way that it is clearly identified as Scott's property; and
 - 7.2.3 not pledge or in any way charge by way of security for any indebtedness any of the Scott Property.
- 7.3 Immediately following the fulfilment of the Order for which the Scott Property was supplied (or immediately upon receipt over the notice from Scott and requiring an earlier return of the Scott Property), the Supplier shall at its own risk and expense deliver up to Scott (or as Scott may reasonably direct) all Scott property in the possession, custody or control of the Supplier and will (where applicable) expunge all Scott Property or any copies thereof from any computer, word processor or other device or media containing it and will confirm compliance with the above in writing to Scott.

7.4 The Supplier irrevocably licenses Scott to enter the Supplier's premises (or any other premises at which the Scott Property is stored) as a licensee of the Supplier and to recover the Scott Property at anytime and without notice.

8. Property Rights

8.1 All Intellectual Property Rights arising in the course of or as a consequences of the Contract, at anytime, whether or not before or after the date of the Contract, created by or on behalf of the Supplier are to the fullest extent permitted by law hereby assigned (by way of future assignment in respect of any future Intellectual Property Rights) by the Supplier to Scott for the full term of such rights and for all renewals or extensions of such rights.

8.2 Any information and data (including but not restricted to Personal Data) provided by Scott directly or indirectly shall remain the property of Scott.

8.3 The Supplier irrevocably appoints Scott to be its attorney or agent in its name and on its behalf to do all such acts and things and to sign all such deeds and documents as may be necessary in order to give Scott the full benefit of the provisions of this Condition 8.

9. Supplier's Duties of Confidentiality/Non-Solicitation

9.1 Without prejudice to any other obligation of confidence which may be owned by the Supplier to Scott, the Supplier shall during the term of the Contract and after its termination:

9.1.1 keep confidential and not use (other than as it is strictly necessary for carrying out its duties under the Contract) any information relating to the business of Scott whether written, oral, visual or on computer disk, supplied by Scott to the Supplier either directly or indirectly from information supplied by Scott, or as a result of visits by the Supplier to the premises of Scott, including (without limitation) technical information, data, drawings, designs, know how, formulae, specifications, products, new business ideas, business information, marketing information, software programmes, pricing details and policies, customer details and any other information relating to the business or products of Scott, its subsidiaries and or associated companies (collectively "Scott Information");

9.1.2 provide at least the same degree of protection in respect of Scott Information as it would for its own confidential information; and

9.1.3 not disclose Scott information whether to its employees or to other third parties except in confidence to such of its employees or directors who need to know Scott Information to carry out the Suppliers obligations under the Contract, provided that such employees and directors are obliged by their Contracts of employment or service not to disclose Scott Information, and provided also that the Supplier shall enforce such obligations at its own expense and shall be responsible for any breach of such obligations on the part of such employees or directors.

9.2 The obligations of confidentiality in Condition 9.1 shall not apply to Scott information which is required to be disclosed by law, or which the Supplier can prove was in the public domain at the time of receipt or has subsequently entered into the public domain otherwise than by reason over breach of the provisions of Condition 9.1 or any other obligation of confidence owed by the Supplier to Scott.

9.3 Without prejudice to the generality of Conditions 9.1 and 9.2, the Supplier shall not without Scott's prior written consent use Scott's name and/or logo (or the name and/or logo of any client or customer of Scott) in any promotional material which might be interpreted as an endorsement of the Supplier or the Supplier's business activities.

9.4 During the term of this Agreement and for 12 months after any termination of the agreement, the Supplier will not directly solicit the business or patronage of any Scott Customer, or divert, entice, or otherwise take away from Scott and the business or patronage of any customer, or attempt to do so, or solicit or Induce any customer to terminate or reduce its relationship with Scott.

10. Data Security and The Data Protection Act (2018)

10.1 Both parties shall ensure that any mailing list or database supplied to the other party and / or any processing to that data done on behalf of the other party shall:

10.1.1 comply with the requirements of all legislation in force from time to time including, but without limitation, the Data Protection Act 2018 (The Act);

10.1.2 comply with all relevant obligations of The Act including correct and up to date notifications to the Information Commissioner;

10.1.3 be adequate, relevant and not excessive;

10.1.4 only process appropriate information and only to the extent that it is needed to fulfil the operational needs to comply with the Contract /PO, or with any legal requirements, and not be retained longer than is necessary to fulfil these obligations;

10.1.5 store and delete all supplied data (including back ups and hard copies) securely.

10.2 Where Personal data is supplied by Scott, the Supplier (the data processor) will implement appropriate organisational and technological security measures to protect against accidental loss, destruction, damage, alteration or disclosure. These measures shall:

10.2.1 be appropriate to the harm which may result from unauthorized, unfair or unlawful processing, accidental loss, destruction or damage to the Personal Data;

10.2.2 have regard to the nature of the Personal Data which is to be protected and full regard for the rights of the data subject;

10.2.3 report immediately on any problems or breaches in security in full to Scott.

10.3 Data shall only be disclosed by the Supplier:

10.3.1 to parties / 3rd parties authorized by Scott (and within the EEA);

10.4 The provisions of these 'data conditions' shall apply during the continuance of this Contract and indefinitely after its' expiry or termination.

11. Warranties and liability / Force Majeure

11.1 The Supplier warrants to Scott that the Goods:

11.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;

11.1.2 will be free from defects in design, material and workmanship;

11.1.3 will correspond with any relevant Specification or sample; and

11.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods and without limitation where the Supplier is certified to ISO9001 or its equivalent then the supply of the Goods shall be within the scope of the Supplier's registration.

11.2 The Supplier warrants to Scott that:

11.2.1 the Services will be performed by appropriately qualified and trained personnel, with due care and diligence unto such high standard of quality as it is reasonable for Scott to expect in all the circumstances and without limitation where the Supplier is certified to ISO 9001, ISO 27001, ISO 22301 or their equivalents then the performance of the Services shall be within the scope of the Supplier's registration.

11.2.2 they will maintain all standards and accreditations declared to Scott including but not limited to those detailed in Condition 11.2.1

11.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then Scott shall be entitled:

11.3.1 to require the Supplier to repair the Goods or (subject always to compliance by the Supplier with Scott's Non-Compliance Report procedure from time to time) to supply replacement Goods or Services in accordance with the Contract within 7 days and to forthwith reimburse to Scott all reasonable costs incurred by Scott (including without limitation all administration costs incurred by Scott in dealing with the Supplier and/or Scott's customer) as a result of the failure of such Goods and/or Services to comply with the Contract; or

11.3.2 at Scott's sole option, and whether or not Scott has previously required the Supplier to repair the Goods or to supply any replacement

Goods or Services, to treat the Contract as discharged by the Supplier's breach and required the repayment of any part of the Price which has been paid and the reimbursement to Scott by the Supplier of all reasonable costs incurred by Scott (including without limitation or administration costs incurred by Scott in dealing with the Supplier and/or Scotts customer) as a result of the failure of such Goods and/or Services to comply with the Contract.

- 11.4 The Supplier shall indemnify Scott in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by Scott as a result of or in connection with:
- 11.4.1 breach of any warranty given by the Supplier in relation to the Goods or the Services;
 - 11.4.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the Intellectual Property Rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by Scott;
 - 11.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - 11.4.4 any act or omission of the Supplier or its employees, agents, or sub-contractors in supplying, delivering and installing the Goods; and
 - 11.4.5 any act or omission of the Supplier's personnel in connection with the performance of the Services.
- 11.5 Neither the Supplier nor Scott shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:
- 11.5.1 Act of God, explosion, flood, tempest, fire or accident;
 - 11.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 11.5.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 11.5.4 import or export regulations or embargoes;

12. Termination

- 12.1 Scott shall be entitled to cancel the Order in respect of all or part only of the Goods and/or Services without liability to the Supplier by giving notice to the Supplier at any time prior to delivery or performance.
- 12.2 The Supplier shall not be entitled to cancel the Order (in whole or in part) without the prior written consent of Scott and subject to such other terms as may be agreed by the parties in respect of such cancellation.
- 12.3 Scott shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
- 12.3.1 the Supplier makes any voluntary arrangement with its creditors (within the means of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 12.3.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Supplier or there is a change of 'control', for this purposes control means the ability to direct affairs of the Supplier whether by virtue of Contract, ownership of shares or otherwise howsoever; or
 - 12.3.3 the Supplier ceases, or threatens to cease, to carry on business; or
 - 12.3.4 Scott reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies Supplier accordingly.
 - 12.3.5 the Supplier commits a breach of any of the provisions of the Contract and:
 - 12.3.5.1 the breach is capable of remedy and the Supplier fails to remedy the breach within 7 days of receipt of written notice of the breach; or
 - 12.3.5.2 the breach is not capable of remedy; or
 - 12.3.5.3 the breach is a material breach.
- 12.4 Upon termination of the Contract for whatever reason the Supplier shall:
- 12.4.1 promptly deliver up to Scott at the Supplier's own risk and expense the whole or part of any Scott Property pursuant to the terms of these Conditions.
 - 12.4.2 return and erase (instructing all its' agents and subcontractors to also do so) all information and data supplied by Scott, and all copies of any part of this information, from the Company's systems.
 - 12.4.3 allow Scott access to it's premises to verify Condition 12.4.2 has been undertaken.

13. Dispute Resolution

- 13.1 Any dispute arising out of or in connection with the Contract will in the first instance be referred to the parties' Contract Representatives for discussion and resolution at a meeting of the parties if so requested by either party. If the dispute is not resolved at that meeting, the dispute will be referred to the parties' Contract Directors who must meet within 7 working days of the reference to attempt to resolve the dispute. If the dispute is not resolved at that meeting, the escalation will continue with the same maximum time interval up to the parties' Managing Directors. If their unresolved dispute is having a material effect on the performance of the Contract, the parties will use their respective best endeavours to reduce the elapsed time in reaching resolution of the dispute.
- 13.2 Each party will use all reasonable endeavours to reach a negotiated resolution through the above dispute resolution procedure. The specific format for such resolution will be left to the reasonable discretion of the relevant management level, but may include the preparation and submission of statements of fact or of position.
- 13.3 If the dispute is not resolved at the meeting of the third management level, then either party may (at such meeting or within 14 days of its conclusion) request that the dispute to be referred to an independent expert to be agreed between the parties.
- 13.4 If the parties cannot agree on an independent expert to act within 14 days of the date of the request to appoint an expert, such independent expert will be appointed by the President for the time being of the Centre for Dispute Resolution on the application of either party. Any person to whom a reference is made pursuant to this Condition 13 will act as an expert and not as an arbitrator. The parties agree that the decision of the expert (which will be given in writing, stating reasons) will be final and binding on the parties. The costs of the reference to an expert (including the costs of any technical expert appointed by him) will be borne in the first instance by the party making the reference. The expert will in his decision determine the liability for such costs, decisions will be final and binding on the parties.
- 13.5 Nothing in this Condition 13 will restrict, at any time while the above dispute resolution procedures are in progress or before or after they are invoked, either party's freedom to commence legal proceedings to preserve any legal right or remedy or to protect any intellectual property or trade secret right.

14. General

- 14.1 The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract. The Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not party to the Contract.
- 14.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to

the party giving the notice. Notices served by hand or by any instantaneous method of communication shall be deemed served with immediate effect. Notices served by post shall be deemed served three working days after posting.

- 14.3 No waiver by Scott of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.5 The Contract shall be governed in accordance with Scots Law, and Scott and the Supplier agree to submit to the exclusive jurisdiction of the Scottish courts.