

## Martin Lishman Ltd - Terms and Conditions of Sale

### 1. INTERPRETATION

#### 1.1 In these Conditions:

"Buyer"	means the customer named in the sales invoice.
"Conditions"	means the standard terms and conditions of sale set out in this document and any other special terms and conditions agreed in writing between the Buyer and the Seller.
"Contract"	means any contract between the Seller and the Buyer for the sale of the Goods and/or Services incorporating these Conditions.
"Goods"	means the goods (if any) which the Seller agrees to supply in accordance with these Conditions.
"Seller"	means Martin Lishman Ltd (Registered Company Number 03793534), whose registered office is at Albion House, 32, Pinchbeck Road, Spalding, Lincs PE11 1QD and trading address is: Unit 2b, Roman Bank, Bourne, Lincs PE10 9LQ.
"Data Services"	means the Barn Owl wireless remote monitoring, control and data storage services (if any) which the Seller agrees to supply in accordance with these Conditions.
"Product Services"	means service and repair services for any equipment belonging to the Buyer.
"Services"	means the Data Services and the Product Services.
"Serviced Products"	means equipment belonging to the Buyer which has been the subject of Product Services delivered pursuant to these Conditions.

### 2. BASIS OF THE SALE OF GOODS / SUPPLY OF SERVICES

- 2.1** All sales of Goods and/or Services by the Seller to the Buyer are subject to these Conditions to the exclusion of all other terms (including any terms which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).
- 2.2** Each order for Goods and/or Services received by the Seller from the Buyer shall be treated as an offer by the Buyer to purchase Goods and/or Services subject to these Conditions.
- 2.3** Alterations to these Conditions will not have effect unless agreed with the Seller in writing at the time of placing the order.
- 2.4** Quotations provided by the Seller are not offers, are made subject to these Conditions and are only valid for the time specified on the individual quotation.
- 2.5** No Contract shall be formed between the Buyer and the Seller until the Buyer's order has been accepted by the Seller verbally or in writing.
- 2.6** The Seller's employees or agents are not authorised to make any representations concerning the Goods and/or Services (including advice or recommendation as to application or use) unless confirmed by the Seller in writing. In entering into the Contract the Buyer shall not rely on, and waives any claim for breach of any representations which are not confirmed by the Seller in writing. This Condition shall not limit the Seller's liability for fraudulent misrepresentation.
- 2.7** Any typographical, clerical or minor/other error or omission in any sales literature, price list, acceptance of offer, invoice or any other document issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.8** In order to deliver the Product Services, the Buyer will need to deliver the equipment to be serviced or repaired to the Seller's premises in accordance with the timescales set out in the Contract. Such equipment will be held by the Seller at the Seller's premises at the Buyer's risk. Once the Product Services are complete, the Serviced Products will be returned to the Buyer, at the Buyer's cost (unless otherwise agreed). The Seller shall have no liability for any claim arising from damage or loss occurring during transit. The Product Services will be deemed to have been properly performed by the Seller unless the Buyer notifies the Seller of any issues within 7 days of delivery. If the Buyer notifies the Seller of any such issue during such 7 days, the Seller's liability to the Buyer for such failure shall be limited to repeating all or part of the Product Services within a reasonable time or refunding all or part of the price paid for such Product Services. The price for the Product Services shall be paid by the Buyer by bank transfer or credit card (at the Buyer's cost) on or after the date of the Seller's invoice. Once the Product Services are complete, the Seller will have a lien over such Serviced Products until payment is received. The Serviced Products will not be released for dispatch until payment has been received.

### 3. ORDERS AND SPECIFICATIONS

- 3.1** The Buyer shall ensure any order for the Goods and/or Services is accurate and complete.
- 3.2** Subject to Condition 3.3, the quantity and description of the Goods will comply with the specification set out in the Seller's acknowledgement of order or, in its absence, the Seller's quotation and the Services will be performed with reasonable skill and care.
- 3.3** The Seller may, at its discretion, agree in writing to ensure that the Goods and/or Services comply with a specification provided to it, in writing, by the Buyer. The Buyer will ensure that its specification is accurate and complete. The Buyer will promptly provide to the Seller any information relating to the Goods and/or Services which the Seller may require to perform its obligations under the Contract.
- 3.4** If the Goods are to be manufactured or any process is to be applied to the Goods and/or Services by the Seller in accordance with a specification agreed in accordance with Condition 3.3, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.5** The Seller reserves the right to make any changes to the Goods and/or Services which are required to conform to any applicable statutory or EC requirements or which do not materially affect their quality or performance.
- 3.6** Except as otherwise specified within these Conditions, the Buyer shall not be entitled to cancel an order unless otherwise agreed in advance and in writing with the Seller. The Buyer shall indemnify the Seller in full against any loss (including loss of profit, costs of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of the cancellation.

### 4. PRICE OF GOODS

- 4.1** The price of the Goods and/or Services shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order.
- 4.2** The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or the specification for the Goods and/or Services requested by the Buyer, or any delay caused by the Buyer.
- 4.3** Except as otherwise stated in any quotations, the Seller's price list or agreed in writing between the Buyer and the Seller, all prices given by the Seller are ex works (Incoterms 2010) and the Buyer shall pay all applicable value added tax, other similar taxes or levies and costs or charges in relation to packaging, labelling, loading, unloading, carriage, freight and insurance in addition to the price for the Goods and/or Services.
- 4.4** The Seller reserves the right to reject any order which has a value of less than £10.

### 5. TERMS OF PAYMENT

- 5.1** Unless otherwise agreed in writing by the Seller and the Buyer, the Seller shall be entitled to invoice the Buyer for the price of the Goods and/or Services at any time on or after delivery has taken place in accordance with Condition 6. Where the Goods and/or Serviced Products are to be collected by the Buyer, or the Buyer fails to take delivery of the Goods and/or Serviced Products in which case, the Seller shall be entitled to invoice the Buyer at any time after the Seller has notified the Buyer that the Goods and/or Serviced Products are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods and/or Serviced Products.
- 5.2** Time of payment shall be of the essence. The Buyer shall pay the price of the Goods and/or Services (less any discount to which the Buyer is entitled, but without any other deduction, set off or other withholding) according to the payment terms stated in the Seller's invoice. Receipts will be issued only upon request.
- 5.3** If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5.3.1** cancel any or all Contracts with the Buyer;
  - 5.3.2** suspend any further deliveries to the Buyer;
  - 5.3.3** return any of the Buyer's equipment prior to completion of Product Services;
  - 5.3.4** appropriate any payment made by the Buyer to such of the Goods and/or Services (or the goods or services supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit; and
  - 5.3.5** charge the Buyer interest (both before and after any Judgment) on the amount unpaid, at the rate of 2.5 percent above the base rate of Lloyds Bank plc per month on all outstanding amounts.

### 6. DELIVERY OF GOODS

- 6.1** Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at the time notified to the Buyer by the Seller or if some other place for delivery is agreed by the Seller in writing, by the Seller delivering the Goods to that place subject to the Buyer providing, at its expense at the place of delivery, adequate and appropriate equipment and manual labour for unloading the Goods.
- 6.2** Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3** The Seller reserves the right to deliver up to 10 percent more or 10 percent less than the quantity ordered without any adjustment in the price and the quantity so delivered shall be deemed to be the quantity ordered.
- 6.4** The Seller shall be entitled, at its discretion, to deliver the Goods in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.5** If the Seller fails to deliver the Goods (or any instalments) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, the Seller's liability to the Buyer shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.6** If the Buyer fails to collect or take delivery of the Goods (or fails to give the Seller adequate delivery instructions) at the time stated for collection or delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.6.1** store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; and/or
  - 6.6.2** sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 6.7** The Goods will be deemed to have been accepted unless the Buyer notifies the Seller of any defects within 7 days of delivery. The Buyer will not be entitled to reject the Goods after such 7 days have expired. If the Buyer rejects the Goods during such 7 days, the Seller's liability to the Buyer shall be limited to replacing the defective Goods within a reasonable time.

### 7. RISK AND TITLE IN RELATION TO GOODS

- 7.1** Risk of damage to or loss of the Goods shall pass to the Buyer:
- 7.1.1** in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
  - 7.1.2** in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller tendered delivery.
- 7.2** Title in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3** Until title in the Goods passes to the Buyer, the Buyer shall:
- 7.3.1** hold the Goods as the Seller's fiduciary agent and bailee;
  - 7.3.2** shall keep the Goods separate from those of the Buyer and third parties and identified as the Seller's property;
  - 7.3.3** properly store, protect and insure the Goods;
  - 7.3.4** (provided the Goods are still in existence and have not been resold at the Seller's request) deliver up the Goods to the Seller, and if the Buyer fails to do so forthwith allow the Seller to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods; and
  - 7.3.5** not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all the monies owing by the Buyer to the Seller shall (without prejudice to any other right of remedy of the Seller) forthwith become due and payable.
- 7.4** The Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

### 8. GOODS' WARRANTIES

- 8.1** Subject to Condition 8.2 below, the Seller warrants that the Goods will correspond with the applicable specification and will be free from material defects in materials and workmanship for a period of 12 months from the date of delivery and will not infringe the patent, copyright, design rights, trademarks or any other intellectual property rights of any other person ("Intellectual Property Infringement").
- 8.2** The Seller shall not be liable:
- 8.2.1** for any defect in, or Intellectual Property Infringement in respect of, the Goods arising from any drawing, design or specification supplied by the Buyer;
  - 8.2.2** for any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure by the Buyer to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods by the Buyer without the Seller's approval;

**8.2.3** to the Buyer if the total price for the Goods has not been paid by the due date for payment;  
**8.2.4** for any parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller if and to the extent the Seller is entitled to pass on to the Buyer the benefit of such warranty or guarantee;  
**8.2.5** where Goods have been modified or tampered with in any way by the Buyer; or  
**8.2.6** where damage or defects have been caused by the Buyer failing to comply with the instruction manual or otherwise using the Goods in an inappropriate manner.

**8.3** The Buyer will ensure that all electrical equipment has been installed in accordance with the relevant installation regulations, that all appropriate safety checks have been carried out before use and that regular on-going maintenance and safety checks are undertaken.

**8.4** All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**8.5** Any claim by the Buyer which is based on any defect in the quality or conditions of the Goods or their failure to correspond with any applicable specification or shortages in the quantity of Goods delivered shall be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) 7 days of the discovery of the defect or failure or within 7 days of when the defect or failure ought reasonably have been discovered.

**8.6** Where any valid claim is notified to the Seller in accordance with these Conditions, the Seller shall (at its option) replace the Goods (or the part in question) free of charge or refund to the Buyer the price of the Goods (or a proportional part of the price), but the Seller shall have no further liability to the Buyer.

## 9. LIABILITY

**9.1** Nothing in these Conditions or any Contract shall exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence, for fraudulent misrepresentation or for fraud.

**9.2** Subject to Condition 9.1, the Seller shall not be liable to the Buyer for any:

**9.2.1** consequential, special or indirect loss or damage; or

**9.2.2** loss of anticipated or actual profits; or

**9.2.3** loss of income; or

**9.2.4** loss of goodwill; or

**9.2.5** loss of anticipated savings; or

**9.2.6** loss of business; or

**9.2.7** other economic loss;

howsoever caused (whether for negligence, tort, breach of contract, breach of statute or otherwise) which arises out of or in connection with any Contract (whether or not such loss was foreseen, direct, foreseeable, known or otherwise) or as a result of any third party bringing a claim in respect of any nature whatsoever.

**9.3** Subject to Condition 9.1, the Seller's total aggregate liability under or in connection with any Contract (whether for negligence, tort, breach of contract, breach of statute or otherwise) shall not exceed the greater of £1 million or a sum equivalent to the aggregate payments payable by the Buyer in accordance with the relevant Contract.

**9.4** Subject to Condition 9.1, the Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods and/or Services if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether employees of the Seller or a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

## 10. BREACH OF CONTRACT OR INSOLVENCY OF THE BUYER

**10.1** Without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to immediately cancel or suspend further performance of any Contract with the Buyer (including cancellation of any further deliveries, stopping any Goods in transit or ceasing to deliver Services) without any liability to the Buyer if the Buyer:

**10.1.1** has any distress execution or diligence levied upon any of the Buyer's property and this is not paid within 7 days of it being levied;

**10.1.2** is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

**10.1.3** calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed, or presents or has presented, a petition for a winding up order;

**10.1.4** appoints an administrator or has an application to appoint an administrator made in respect of the Buyer or a notice of intention to do so is filed;

**10.1.5** any other steps are taken to appoint an administrator by the Buyer or any third party;

**10.1.6** makes any voluntary arrangement with its creditors or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or becomes subject to an administration order; or

**10.1.7** an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Buyer; or

**10.1.8** ceases, or threatens to cease, to carry on business; or

**10.1.9** has steps taken against it by a secured lender to obtain possession of the property on which that lender has its security;

**10.1.10** undergoes a change of control and the person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management of the Buyer (e.g. through the ownership of voting share of power) ceases to do so and another person acquires such control over the Buyer;

**10.1.11** commits a material breach of any of its obligations under any Contract which is incapable of remedy;

**10.1.12** fails to remedy a breach of its obligations under any Contract (except payment) which is capable of remedy or persists in any breach after having been requested in writing by the Seller to remedy or desist such breach within 7 days;

**10.1.13** fails to pay any sum due under any Contract within 7 days of it becoming due; or

**10.1.14** the Seller reasonably apprehends that any of the events mentioned in Conditions 10.1.1 to 10.1.13 above is likely to occur in relation to the Buyer.

**10.2** Notwithstanding any such termination or suspension in accordance with Condition 10.1, the Buyer shall pay the Seller the price for all Goods and/or Services delivered up to and including the date of termination or suspension (which shall become immediately due and payable) and the termination of any Contract shall for any reason shall not affect the rights or remedies of either party in respect of any antecedent breach.

## 11. EXPORT TERMS FOR GOODS

**11.1** Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 11 shall apply.

**11.2** The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination, for the payment of any duties relating to the Goods and for the transportation and storage of the Goods including any obligation to translate instructions, labelling or packaging.

**11.3** The Goods shall be delivered EXW (Incoterms 2010) at the air or sea port of shipment and the Seller shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

**11.4** The Buyer shall be responsible for arranging for testing and inspection of the Goods as soon as practicable on delivery EXW at the air or sea port of shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which has not been notified to the Seller within 10 days of delivery, or in respect of any damages during transit.

**11.5** The price for the Goods shall be paid by the Buyer by international bank transfer (at the Buyer's cost) on or after the date of the Seller's invoice. If payment has not been received by the Seller within 30 days of the date of the Seller's invoice, the Seller shall, at its discretion, be able to treat the order as cancelled.

**11.6** The Goods will not be dispatched until payment has been received.

## 12. BARN OWL WIRELESS DATA SERVICE SPECIFIC TERMS

**12.1** Where the Contract includes the supply of Data Services, the provisions of this Condition 12 shall apply.

**12.2** The Seller grants to the Buyer a non-exclusive, non transferable right to use the Data Services in conjunction with the Goods or Serviced Products and during the term specified in the Contract solely for the Buyer's internal business operations.

**12.3** The Seller shall use commercially reasonable endeavours to make the Data Services available 24 hours a day, seven days a week and correct any bugs or non-conformances promptly, however the Data Services are provided on an "as is" basis" and the Seller does not warrant that the Data Services will be uninterrupted or error-free or that the Data Services will meet the Buyer's requirements.

**12.4** The Seller is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including mobile phone networks and the internet, and the Buyer acknowledges that the Data Services may be subject to limitations, delays and other problems inherent in the use of such communication facilities.

**12.5** Where the Seller holds humidity, temperature and other data collected by the Seller as part of the Data Services and made available via the Seller's web page dedicated to the Buyer ("Buyer's Data") this data will be held in confidence and unless required by law Seller will not make it available to any third party or used for any purpose other than for the provision of the Data Services.

**12.6** In the event of any loss or damage to Buyer's Data, the Buyer's sole and exclusive remedy shall be for the Seller to use reasonable commercial endeavours to restore the lost or damaged Buyer's Data from the latest back-up of such Buyer's Data maintained by the Seller. The Seller shall not be responsible for any loss, destruction, alteration or disclosure of Buyer's Data caused by any third party (except those third parties sub-contracted by the Seller to perform services related to Buyer's Data, maintenance and back-up).

**12.7** The Buyer is responsible for maintaining the confidentiality of Buyer's service password and account, and is responsible for all activities that occur thereunder.

**12.8** The Buyer agrees not to resell, duplicate, reproduce or exploit any part of the Data Services without the written consent of the Seller.

**12.9** The Buyer shall pay the fees for the Data Services by standing order throughout the term specified in the Contract. Fees shall be paid annually in advance unless any other payment period is specified in the Contract.

**12.10** In the event of late payment of fees, in addition to its other remedies under this Contract the Seller shall be entitled to suspend the Data Services until such time as payment is made.

**12.11** Either party may at any time and for any reason terminate the Data Services upon giving one month's notice in writing. In the event of termination (or expiry) of the Data Services or the Contract:

**12.11.1** all licences relating to the Data Services granted under the Contract shall immediately terminate;

**12.11.2** Buyer's access to the Data Services and Buyer's Data will be disabled;

**12.11.3** Seller may destroy or otherwise dispose of any of the Buyer's Data in its possession unless the Seller receives, no later than ten days after the effective date of termination of the Data Services a written request for the delivery to the Buyer of the then most recent back-up of the Buyer's Data. The Seller shall use reasonable commercial endeavours to deliver the back-up to the Buyer within 30 days of its receipt of such a written request, provided that the Buyer has, at that time, paid all fees outstanding at and resulting from termination. The Buyer shall pay all reasonable expenses incurred by the Seller in returning or disposing of Buyer Data.

**12.12** The Buyer shall defend, indemnify and hold harmless the Seller against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Buyer's use of the Data Services, provided that:

**12.12.1** the Buyer is given prompt notice of any such claim;

**12.12.2** the Seller provides reasonable co-operation to the Buyer in the defence and settlement of such claim, at the Buyer's expense; and

**12.12.3** the Buyer is given sole authority to defend or settle the claim.

## GENERAL

**13.1** 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 such other address as may at the relevant time have been notified pursuant to this Condition 13.1. Notices shall be deemed to have been received by the addressee on the same day if delivered by hand, 5 days after the date on which it was sent by first class post or on the same day on which it was sent by facsimile provided that the sender has a confirmed facsimile transmission report and a copy was sent by first class post.

**13.2** No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver shall be effective unless it is made by the Seller in writing.

**13.3** 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 other provisions of these Conditions and the remainder of the provision in question shall not be affected.

**13.4** The Buyer 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 without first obtaining the Seller's consent in writing.

**13.5** The Buyer shall keep confidential all information belonging to the Seller including without limitation any price lists which are disclosed in connection with any Contract and shall not disclose the same save for the proper performance of the Contract or in accordance with applicable law or with the Seller's prior written consent.

**13.6** Any intellectual property rights created by the Seller prior to entering into any Contract with the Buyer or during the course of performing its obligations under any Contract with the Buyer shall belong to the Seller. Except as expressly stated in these Conditions, nothing in any Contract shall be deemed to have given the Buyer a right or licence to use any of the Seller's intellectual property.

**13.7** The Contract and any dispute or claim arising out of or in connection with it (whether a contractual or non-contractual matter such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the English Courts.

**13.8** The parties to the Contract do not intend any term of the Contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.