

NUTMEG AND HIVE

TERMS OF PURCHASE

1. Interpretation

1.1 In these Terms:

"Brexit" means the United Kingdom (the "U.K.") ceasing to be a member of the European Union regardless of which countries comprise the United Kingdom at such date.

"Business Day" means a day other than a Saturday or Sunday or a public holiday in England and Wales.

"Buyer" means NUTMEG AND HIVE Limited (Company No. 09076616)

"Contract" means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services which incorporates the Terms and the Order;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the U.K. including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"Deliverables" means all documents, products and materials developed by the Seller or its agents, contractors and employees as part of or in relation to the Services and / or the Goods in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"Delivery Address" means the address stated on the Order;

"Goods" means the goods (including any installment of the goods or any part of them) (if any) described in the Order.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect know-how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future.

"Malicious Software" means any software program or code intended to destroy, interfere with, corrupt or have a disruptive effect on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether such software program or code is introduced wilfully, negligently or without knowledge of its existence.

"Order" means the Buyer's purchase order or similar Buyer's document evidencing the decision to purchase and to which these Terms shall apply;

"Price" means the fixed price of the Goods and/or the charge for the Services as described more particularly in Clause 7 below;

"Seller" means the person or company from whom the Buyer purchases the Goods and/or Services as described more particularly in the Order;

"Services" means the services, including any Deliverables, provided by the Seller under the Contract any related services performed by the Seller;

"Specification" means the description or specification for Services and / or the specification for the Goods including any related plans, drawings, data or other information or requirements of Buyer relating to the Goods or Services ;

"Terms" means these standard terms of purchase;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;

1.2 Any reference in these Terms to a statute or a statutory provision shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.4 A reference to **writing** or **written** does not include email.

2. Basis of Purchase

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or the Services from the Seller subject to these Terms.

2.2 Except where the Buyer and the Seller have entered into a separate bespoke contract which has been negotiated and agreed in writing by duly authorised representatives of both parties at no less than director level, these Terms shall apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate in any quotation or otherwise or which are implied by trade, custom, practice or course of dealing. The Seller shall not, and shall ensure that its personnel shall not, attempt to bind the Seller to terms and conditions which are not these Terms.

2.3 No variation to these Terms shall be binding unless formalised under a variation agreement signed by authorised representatives of the Buyer and the Seller at no less than director level.

2.4 The Order shall be deemed to be accepted on the earlier of:

2.4.1 the Seller issuing written acceptance of the Order; or

2.4.2 any act by the Seller consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.5 This Contract (and any Order) shall not grant the Seller any exclusive right to supply Goods or perform the Services to the Buyer. The Buyer does not guarantee the purchase of any minimum volume, any specific amount, duration, or revenue to the Seller unless otherwise specifically set forth in an Order.

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3. Specifications

3.1 Subject to the provisions of these Terms, the quantity, quality and description of the Goods and the Services shall be as specified in the Order and/or in any Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.

3.2 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture and delivery of the Goods and/or the performance of the Services and shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to lawfully carry out its obligations under the Contract in respect of the Goods and/or the Services.

4. Supply and Delivery of Goods

4.1 The Seller shall ensure that the Goods shall:

4.1.1 correspond with their description and any applicable Specification;

4.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Seller's skill and judgement;

4.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;

4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, food standards, hygiene, consumer safety, product liability and delivery of the Goods; and

4.1.5 be properly packed and secured in such manner as to enable them to reach their destination in good condition.

4.2 The Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

4.3 The Seller shall remain fully responsible for the Goods despite any inspection or testing which might be carried out by the Buyer and any such inspection or testing shall not reduce or otherwise affect the Seller's obligations under the Contract.

4.4 If following such inspection or testing the Buyer considers that the Goods do not comply or are unlikely to comply with the Seller's undertakings at Clause 4.1, the Buyer shall inform the Seller and the Seller shall immediately take such remedial action as is necessary to ensure compliance.

4.5 The Seller shall ensure that:

4.5.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods, special storage instructions (if any), handling instructions (if any).

4.6 The Seller shall deliver the Goods:

4.6.1 on the date specified in the Order and to the Buyer's

premises or at the Delivery Address as is set out in the Order or as instructed by the Buyer; and

4.6.2 during the Buyer's normal hours of business on a Business Day, or as instructed by the Buyer.

4.7 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Address.

4.8 The Seller shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Seller to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in Clause 10.

4.9 Title and risk in the Goods shall pass to the Buyer on completion of delivery.

5. Supply of Services

5.1 The Seller shall from the date set out in the Order and for the duration of the Contract supply the Services to the Buyer in accordance with the terms of the Contract.

5.2 The Seller shall meet any performance dates for the Services as specified in the Order and shall in any event always perform the Services promptly and pro-actively, and in accordance with the Terms.

5.3 In providing the Services and / or supplying any Goods, the Seller shall:

5.3.1 co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;

5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;

5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with the Contract;

5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that the Buyer expressly or impliedly makes known to the Seller;

5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;

5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

5.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes (including Governmental codes) which may apply to the provision of the Services.

5.3.9 observe all health and safety legislation, product liability and consumer safety legislation and any other

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requirements that apply and

5.3.10 not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

5.4 The Seller shall not during the Agreement or for a period of 2 years from the date of its termination:

5.4.1 engage in any employment, consulting, or other activity that competes with the business, proposed business or business interests of the Buyer and will not assist in any other person or entity in doing so; and

5.4.2 approach, entice, solicit, recruit or otherwise offer alternative employment or business involvement to any of the Buyer's employees or agents.

6. Supply of Support Services

6.1 The following provisions shall apply in respect of any support services provided by the Seller, including the support, repair, re-working and any necessary work to ensure the working and successful operation of any machine, apparatus or system provided by a third party ("Support Services") as set out in the Order.

6.2 The Seller shall ensure that it operates the Support Services on a full 24 hour call out basis during which time it may be contacted by the Buyer by telephone at a designated number or by email at a designated email address with a request for help ("Call Out").

6.3 The Seller shall procure that its personnel immediately respond to the Call Out by telephone or by email, verify the identity of the Buyer's representative and log all telephone calls and emails by time and date and as to their content.

6.4 The Seller shall procure that all of its employees, agents or sub-contractors performing the Support Services shall attend at the Buyer's Delivery Address or other nominated premises as soon as possible and by arrangement with the Buyer, and in any event within 24 hours from the date and time that the Buyer sent the Call Out, and shall:

6.4.1 be appropriately qualified, skilled and knowledgeable to carry out the Support Services and communicate with the Buyer in a courteous and polite manner;

6.4.2 arrive at the Delivery Address equipped with all necessary parts, tools, equipment and persons to successfully carry out the Support Services to the satisfaction of the Buyer.

6.5 The Seller shall ensure that all vehicles used in the performance of the Support Services are fit for the purpose and in roadworthy condition and that its personnel hold appropriate insurance and a diving licence.

6.6 The Seller shall ensure that:

6.6.1 it maintains in stock all parts usually required for the successful working of the machine, apparatus or system to which the Support Services apply.;

6.6.2 it can procure other non-essential parts as soon as possible and to arrive at the Delivery Address for use by the Supplier's personnel, within 72 hours of the time that the Buyer sent the Call Out.

6.7 In the event that the machine, apparatus or system is not restored to full operation within 24 hours from the time that the Buyer sent the Call Out, and without prejudice to the Buyer's alternative remedies, the Supplier shall pay to the Buyer, liquidated damages in the sum of the revenue lost and increased expenditure in relation to the lack of operation as notified to the Seller within 7 days from the date of the Call Out and weekly thereafter; which sum is acknowledged by the supplier to be a pre-estimate of the value of the loss of operation of the machine, apparatus or system to the Buyer.

6.8 The Seller shall not subcontract the Support Services without the Buyer's prior written consent and approval.

7. Price and Payment Terms

7.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:

7.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a valid VAT invoice);

7.1.2 inclusive of all charges for packaging, shipping, carriage, insurance and delivery of the Goods to the Delivery Address, inclusive of all charges for performance, insurance and delivery of the Services, and inclusive of any duties, tax, imposts and / or levies other than value added tax.

7.2 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 a duly authorised representative of the Buyer in writing.

7.3 The Seller must invoice the Buyer on or within 6 (six) months of completion and each invoice shall quote the number of the Order. Failure by the Seller to do so will result in no fee being due thereafter in respect of the related Goods and / or Services.

7.4 In consideration of the supply of Goods and/or Services by the Seller in accordance with the Contract, the Buyer shall pay the Price of the Goods and/or the Services within 60 days from the date of a proper invoice.

7.5 The Buyer may at any time, without notice to the Seller, set off any liability of the Seller to the Buyer against any liability of the Buyer to the Seller, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Buyer of its rights under this Clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise. The Seller shall not set off any liability of the Buyer without the Buyer's prior written consent.

8. Risk and Ownership

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer in accordance with the Contract.

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8.2 The property in the Goods shall pass to the Buyer on delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

8.3 The Buyer shall retain ownership of the Goods at all times under the Contract.

8.4 The Seller hereby warrants and guarantee that it shall not under any circumstances impose or seek to impose a lien whether general or specific, charge or other encumbrance in respect of the Goods and / or the property of the Buyer, whether in respect of any claims for outstanding sums under the Contract or otherwise.

9. Warranties

9.1 The Seller warrants to the Buyer that the Goods shall:

9.1.1 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 Seller or made known to the Seller in writing at the time the Order is placed;

9.1.2 be free from defects in design, material and workmanship;

9.1.3 correspond with any relevant Specification or sample; and

9.1.4 comply with all statutory requirements and regulations relating to the sale of the Goods.

9.2 The Seller warrants to the Buyer that:

9.2.1 the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to a high standard of quality;

9.2.2 the Services shall comply with all applicable statutory requirements, applicable regulations and codes.

9.2.3 the Seller has made its own comprehensive enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Buyer prior to the Commencement Date.

9.3 No representations, warranties, or conditions are given or assumed by the Buyer in respect of any information which is provided by the Buyer and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

10. Remedies

10.1 If the Seller fails to deliver the Goods and/or perform the Services by the applicable date, and in the case of Support Services upon failure to ensure that machine, apparatus or system is not restored to full operation within 24 hours from the time that the Buyer sent the Call Out; or if any Goods or Services are not supplied or performed in accordance with the Contract, without limiting or affecting any other rights or remedies available to it, then the Buyer shall be entitled to:

10.1.1 require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within two days; or

10.1.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the

Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid;

10.1.3 to terminate the Contract with immediate effect (and with no liability to Buyer) by giving written notice to the Seller;

10.1.4 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Seller attempts to make;

10.1.5 to recover from the Seller any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;

10.1.6 to require a refund from the Seller of sums paid in advance for Services that the Seller has not provided and/or Goods that Seller has not delivered; and

10.1.7 to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to meet such dates.

10.2 These Terms shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Seller.

10.3 The Buyer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

11. Indemnity

11.1 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

11.1.1 breach of any warranty given by the Seller in relation to the Goods or the Services;

11.1.2 any claim that the Goods and / or the Services infringe, or their importation, use, receipt or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person;

11.1.3 any liability in respect of the Goods;

11.1.4 any act or omission or negligence of the Seller or its employees, agents, personnel or sub-contractors in supplying, delivering and installing the Goods; and

11.1.5 any act or omission or negligence of any of the Seller or its employees, agents, personnel or sub-contractors in connection with the performance of the Services and / or the supply of the Goods.

11.1.6 Neither the Seller nor the Buyer 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 due to an event, circumstances, or causes beyond that party's reasonable control (a "Force Majeure Event") provided always that a matter is not a Force Majeure Event if it is attributable to the Seller's (or its personnel's) willful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. Further, the Seller cannot claim Force Majeure Event relief if the Force Majeure Event is one

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where a reasonable and prudent service provider should have foreseen and provided for the cause in question. The parties agree, understand and accept that Brexit is not a Force Majeure Event. In the event that a party is delayed or prevented from or hindered in performing its obligations under the Contract by a Force Majeure Event then it shall a) notify the other party in writing of this as soon as reasonably possibly giving full details of the matter, b) use all reasonable endeavours to mitigate the effects of such Force Majeure Event and c) resume performance of its obligations affected by the Force Majeure Event as soon as reasonably possible. If the Force Majeure Event continues for more than , the party not affected may terminate the Contract immediately by written notice to the affected party.

12. Intellectual Property

12.1 All Intellectual Property Rights arising out of or in connection with the Goods and/or Services shall be owned by the Buyer. The Seller, pursuant to and for the consideration of the Price, hereby assigns to the Buyer absolutely with full title guarantee all its right, title and interest in any Intellectual Property Rights arising from the Services and / or the Goods and / or the Deliverables. At its own expense the Seller shall, and shall use all reasonable endeavours to procure that any necessary third parties shall, promptly execute and deliver such documents and perform such acts as may be reasonably required for the purpose of giving effect to such assignment.

12.2 All Specification supplied by the Buyer to the Seller in connection with the Contract, together with any of Buyer's copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer.

13. Termination

13.1 The Buyer may cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery of the Goods or performance of the Services, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods already delivered or Services already performed by Seller with the written authorisation of the Buyer, less the Seller's net saving of cost arising from cancellation.

13.2 The Buyer may terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

13.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning 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 receivership or liquidation (otherwise than for the purpose of solvent amalgamation or reconstruction); or

13.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

13.2.3 the Seller ceases, or threatens to cease, to carry on business; or

13.2.4 the Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Seller.

13.3 The Buyer may terminate the Order and / or the Contract for convenience at any time upon one week's written notice without any liability save for any Services already performed and / or any Goods already provided to the Buyer (excluding any Services and / or Goods which the Buyer has not authorised).

14. Bribery, Modern Slavery & Tax Avoidance

14.1 In supplying the Services and / or the Goods and in carrying out its obligations under the Contract, the Seller will, and shall ensure that its subcontractors will, comply in all respects with all applicable legal, regulatory and other requirements relating to anti-bribery, anti-corruption and modern slavery including the Bribery Act 2010, the Modern Slavery Act 2015 and any equivalent legislation in any other jurisdiction in which the Seller and its subcontractors operate. The Buyer may terminate the Contract immediately upon written notice in the event the Seller has failed to meet its obligations in this Clause 14, whereupon the Buyer shall have no further obligation or liability under the Contract. The Seller shall indemnify the Buyer and hold the Buyer harmless against any and all claims, losses or damages arising from Seller's breach of this Clause 14.

14.2 The Buyer or its designated representatives shall have the right to access, audit and review the books and records of the Seller, and to keep copies thereof, to the extent necessary to ascertain Seller's compliance with the Contract. The Seller shall fully and in a timely manner cooperate in any such review or audit conducted by or on behalf of the Buyer, including responding accurately and completely to all inquiries and providing any requested documents.

14.3 The Seller shall ensure that it does not and shall not use any type of payroll company or internal in-house systems that employ or use practices (including, without limitation, off-payroll working) that are or could be deemed as tax avoidance, irrespective of any purported legality. Further, the Seller shall ensure that neither it nor any of its group companies and / or any members of its supply chain (including but not limited to its subcontractors) shall commit any offence under the Criminal Finances Act 2017. The Seller shall indemnify and keep the Buyer indemnified at all times from and against all losses, claims, damages, liabilities, expenses and costs (including any incidental costs) on a full indemnity basis incurred by the Buyer in respect of any breach by the Seller of any of the provisions of this Clause 14.3.

15. Data Protection

15.1 Each party shall comply with applicable Data Protection Legislation. Each party shall take all steps reasonably requested by the other party to assist the other

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party (or a member of the other party's group) in complying with the obligations applicable to the other party (or the member of the other party's group) under Data Protection Legislation in respect of these Terms and / or the Contract.

16. TUPE

16.1 The Seller shall fully indemnify the Buyer and keep the Buyer indemnified at all times upon demand from and against all claims, liabilities, expenses and incidental costs (on a full indemnity basis) incurred by the Buyer in respect of the employment of and / or the termination of the employment of any individual and in respect of any claim arising out of the actual or alleged application of TUPE to the Contract or the commencement and / or termination of any services provided by the Seller.

17. Confidentiality

17.1 The Seller undertakes, in respect of any information of the Buyer which the Seller receives or has access to, to treat such information as confidential and not without the Buyer's prior written consent to communicate or disclose any part of such information to any person except:

17.1.1 to those employees, agents, subcontractors and other suppliers on a need to know basis who are directly involved in the Contract and/or the supply of Goods and/or Services to the Buyer;

17.1.2 the Seller's auditors, professional advisers and any other persons or bodies having a legal right or duty to access or knowledge of the confidential information in connection with the business of the Seller.

17.2 This Clause 17 will not apply to any information which:

17.2.1 at the time of disclosure is demonstrably (to Buyer's reasonable satisfaction) already in the public domain or in the possession of the Seller;

17.2.2 after disclosure becomes part of the public domain otherwise than by breach by the Seller of the provisions of these Terms; or

17.2.3 is required to be disclosed by mandatory law, a governmental entity or regulatory body with valid jurisdiction.

17.3 The Seller will delete all received confidential information of Buyer and will safely dispose any hardcopies thereof upon request of the Buyer.

18. Software and Anti-Virus

18.1 The Seller shall ensure that any software which it uses will:

18.1.1 be currently supported versions of that software;

18.1.2 be free of material defects and errors;

18.1.3 perform in accordance with the user manuals and the published specification for such software;

18.2 With regard to anti-virus software:

18.2.1 the Seller shall use the latest version of anti-virus software available from an industry leading anti-virus software vendor to check and delete Malicious Software; and

18.2.2 if Malicious Software is found, the Seller shall immediately notify the Buyer in writing and shall use all reasonable endeavours to reduce the effect of the Malicious Software and to restore the Services to their original operating efficiency. The costs of complying with this Clause 18.2.2 shall be borne by the Seller.

19. General

19.1 The Order is personal to the Seller and the Seller 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. If a duly authorised representative of the Buyer provides its written approval for the Seller to sub-contract then the Seller shall be fully liable for all acts and omissions of such sub-contractor and Seller shall indemnify the Buyer in full on demand in respect of any losses, expenses and / or claims arising from and / or relating to such sub-contractor.

19.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing and 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 in writing under this provision to the party giving the notice.

19.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

19.5 Any dispute arising under or in connection with these Terms or the Goods or Services shall be governed by the laws of England, and the Seller agrees to submit to the exclusive jurisdiction of the English courts.

19.6 The Seller shall act in good faith at all times and shall use all reasonable endeavours to resolve any disputes between it and the Buyer to the reasonable satisfaction of the Buyer.

19.7 In addition to the insurance requirements set out in Clause 6.2, during the Contract term and for a period of one year afterwards the Seller shall maintain in force full and comprehensive insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessman in connection with the risks associated with the Contract, and produce to the Buyer on demand full particulars of that insurance and the receipt for the then current premium. In addition, the Seller shall ensure that during the Contract term and for a period of one year afterwards it maintains in force with reputable insurance companies all insurances that the Seller is required to possess at law.

19.8 These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and / or the Contract.