

## 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

- 1.1 **Definitions:**  
**Business Day** means a day other than a Saturday, Sunday or national holiday when banks in the country the goods are being delivered to are open for business.  
**Conditions** means the terms and conditions set out in this document as amended from time to time in accordance with clause 18.4.  
**Contract** means the contract between the Customer and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions.  
**Control** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly.  
**Customer** means Subsea Technology & Rentals Limited (a company registered in Scotland under the Companies Act with company number SC404769) or any member of the STR Group.  
**Customer Materials** has the meaning set out in clause 5.3 (i).  
**Deliverables** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).  
**Delivery Date** means the date specified in the Order.  
**Delivery Location** means the address for delivery of Goods as set out in the Order.  
**Goods** means the goods (or any part of them) set out in the Order.  
**Goods Specification** means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.  
**Intellectual Property Rights** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including 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 in any part of the world.  
**Order** means the Customer's order for the supply of Goods and / or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation.  
**Services** means the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.  
**Service Specification** means the description or specification for Services agreed in writing by the Customers and the Supplier.  
**Supplier** means the person or firm from whom the Customer purchases the Goods and / or Services.  
**STR** means Subsea Technology & Rentals Limited (registered in Scotland with company number SC404769).  
**STR Group** means any subsidiary or holding company from time to time of STR and any subsidiary from time to time of a holding company of STR, all employees, agents, consultants and subcontractors of STR, and **member of STR Group** shall be construed accordingly.  
**UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 1.2 Interpretation:
- A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - A reference to a **party** includes its personal representatives, successors and permitted assignees.
  - A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
  - Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  - A reference to **writing** or **written** does not include faxes or emails.
2. **Basis of contract**
- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services from the Supplier in accordance with these Conditions.
- 2.3 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.4 The Order shall be deemed to be accepted on the earlier of:
- the Supplier issuing a written acceptance of the Order; and
  - the Supplier doing any act consistent with fulfilling the Order,
- at which point the Contract shall come into existence (**Commencement Date**).
- 2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
3. **Supply of Goods**
- 3.1 The Supplier warrants that on delivery, and for a period of 24 months from the date of delivery, the Goods shall:
- correspond with their description and any applicable Goods Specification;
  - 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 by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
  - where they are manufactured products, be free from defects in design, material and workmanship; and
  - comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier 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.

- 3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6 If the Goods become damaged for whatever reason (save as a result of the Goods failing to comply with the undertakings set out in clause 3.1, in which case the provisions of clause 6.2 shall apply), at any time after delivery of the Goods to the Customer, the Customer shall be entitled to return the Goods to the Supplier for evaluation. Within 21 days of receipt of the damaged Goods from the Customer, the Supplier shall provide to the Customer a technical inspection report (**TIR**) which shall include a detailed breakdown of costs to either repair or replace the damaged Goods and a definitive timescale to repair or replace the Goods. Upon receipt of the TIR, the Customer shall, at its sole discretion, instruct the Supplier to (i) carry out the repair work to the damaged Goods, (ii) provide replacement Goods to Customer, or (iii) return the damaged Goods to the Customer within 5 days. The Supplier shall comply with any instruction given to it by the Customer under this clause 3.6.
4. **Delivery of Goods**
- 4.1 The Supplier shall ensure that:
- the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
  - 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 (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- on the Delivery Date;
  - at the Delivery Location; and
  - during the Customer's normal business hours, or as instructed by the Customer.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 4.4 If the Supplier:
- delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
  - delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods
- and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.1.
- 4.6 Title and risk in the Goods shall pass to the Customer on completion of delivery.

## 5. Supply of Services

- 5.1 The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services that the Customer notifies to the Supplier and time of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:
- co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
  - provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 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 Customer, will be free from defects in workmanship, installation and design;
  - obtain and at all times maintain all licenses and consents which may be required for the provision of the Services;
  - observe all health and safety rules and regulations and any other security requirements that apply to any of the Customer's premises;
  - hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
  - not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
  - comply with any additional obligations as set out in the Service Specification.

## 6. Customer remedies

- 6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
- to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
  - to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;
  - to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
  - to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
  - to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
  - to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:
- to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - to return the Deliverables to the Supplier at the Supplier's own risk and expense;
  - to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
  - to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
  - to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 5.3(d).
- 6.4 These Conditions shall apply to any substituted or remedial services or repaired or replacement Goods supplied by the Supplier.
- 6.5 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
7. **Charges and payment**
- 7.1 The price of the Goods (i) shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence, and (ii) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 7.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.3 In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number.
- 7.4 In consideration of the supply of Goods and / or Services by the Supplier, the Customer shall pay the invoiced amounts within 45 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of any local taxes, including but limited to valued added tax (**VAT**) and good and services tax (**GST**), chargeable from time to time. Where any taxable supply for VAT and/or GST purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT and/or GST invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT and/or GST as are chargeable on the supply of the Goods and / or Services at the same time as payment is due for the supply of the Goods and / or Services.
- 7.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at a rate of 4%.
- 7.7 The Customer may at any time, without notice to the Supplier and without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off.

## 8. Intellectual Property Rights

- 8.1 The Supplier grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 8.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 8.3 The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

## 9. Indemnity

- 9.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);
  - any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
  - any claim made against the Customer claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 9.2 This clause 9 shall survive termination of the Contract.

## 10. Insurance

During the term of the Contract and for a period of three years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 11. Confidentiality

- 11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
  - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 12. Compliance with relevant laws and policies

- 12.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes and regulations from time to time in force.
- 12.2 The Customer may immediately terminate the Contract for any breach of clause 12.

## 13. Data Protection

- 13.1 The following definitions apply in this clause 13:

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** are as defined in the Data Protection Legislation.

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

**Domestic Law** means the law of the United Kingdom or a part of the United Kingdom.

- 13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 13.4 Without prejudice to the generality of clause 13.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.

## 14. Termination

- 14.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract:
- with immediate effect by giving written notice to the Supplier if:
    - there is a change of Control of the Supplier; or
    - the Supplier commits a breach of clause 12.1.
  - for convenience by giving the Supplier one month's written notice.
- 14.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;

- the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 14.3 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 14.4 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 15. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

## 16. Anti-Bribery and Corruption

- 16.1 The Supplier shall during the term of the Contract:
- comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 (**Relevant Requirements**);
  - not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
  - establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
  - promptly notify the Customer (in writing) if it becomes aware of any breach of clause 16.1(a) or clause 16.1(b) or has reason to believe that it has received a request or demand for any undue financial or other advantage; and
  - immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract).
- 16.2 If required to do so by the Customer, the Supplier shall certify to the Customer (in writing signed by an officer of the Customer) compliance with this clause 16 by the Supplier and all person associated with the Supplier pursuant to clause 16.3 below. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 16.3 The Supplier shall ensure that any person associated with the Supplier who is providing goods and/or services does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 16 (the **Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 16.4 For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is "associated" with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (**BA 2010**) (and any guidance issued under section 9 of BA 2010), sections 6(5) and 6(6) of that BA 2010 and section 8 of BA 2010 respectively. For the purposes of this clause 16.3 a person "associated" with the Supplier includes but is not limited to any subcontractor of the Supplier.

## 17. Modern Slavery

- 17.1 The Supplier shall during the term of the Contract:
- ensure they have reviewed and comply with the Customer modern slavery policy that can be found on Customer website [str-subsea.com](http://str-subsea.com).
  - promptly notify the Customer (in writing) if it becomes aware of any breach of clause 17.1. (a) or has reason to believe that it is in breach.

## 18. General

- 18.1 **Assignment and other dealings.**
- The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
  - The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.
- 18.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

- 18.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 18.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

- 18.5 **Waiver.** Except as set out in clause 2.5, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 18.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision of the Contract is deemed deleted under this clause 18.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 18.7. Notices.

- Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- Any notice shall be deemed to have been received:
  - if delivered by hand, on signature of a delivery receipt; and
  - if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second Business Day after posting or at the time recorded by the delivery service.
- This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- A notice given under this Agreement is not valid if sent by email.

## 18.8 Third party rights.

- Except as expressly provided in clause 18.8(b), the Contract does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of the Contract.
- The following provisions are intended to benefit future buyers of the Goods from the Customer, and shall be enforceable by them to the fullest extent permitted by law:
  - clause 3.1 (warranties); and
  - clause 9 (Indemnity).

- 18.9 **Governing law and jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Scotland and each party irrevocably agrees that the courts of Scotland shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.