

## Turning Point

### GENERAL CONDITIONS OF PURCHASE

#### 1. DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions have the following meanings and, in addition, any words and expressions defined in any Condition will have the same meaning when used in any other Condition:

**"Acceptance"** shall have the meaning given to it in Condition 7.1;

**"Applicable Law"** shall mean any law and any legally binding rule, policy, guidance, code of practice, code of conduct or recommendation (in each case whether or not legally binding) issued by any governmental, statutory, regulatory or industry body which, in each case, applies to one or each of the parties to the Contract and/or the Goods and/or their manufacture, packaging, packing and/or delivery and/or the Services and/or the activities which are comprised in all or some of the Services or the use or application of the output from the Services and which is in force in England and Wales (or part thereof) from time to time;

**"Authorised Officer of the Seller"** shall mean a director, partner, employee or representative of the Seller authorised or who might reasonably be expected by TP to be authorised to accept contractual terms or variations on behalf of the Seller;

**"Authorised Officer of TP"** shall mean an authorised representative of TP;

**"Business Day"** means a day on which the banks in London are open for the transaction of business;

**"Confidential Information"** shall mean the terms of the Contract and any information that relates to either the Seller or TP and which is disclosed to the other in connection with the Contract and any trade secret disclosed by either the Seller or TP where discloser of that information is the trade secret holder, but excluding information that: is at the relevant time in the public domain; was received by the other from a third party who did not acquire it in confidence; and is developed by the other without any breach of the Contract;

**"Contract"** shall mean the contract between TP and the Seller consisting of the Order, these Conditions, and any other documents (or parts thereof) specified in the Order or that TP and the Seller otherwise agree in writing shall form part of the contract from time to time;

**"Contract Price"** shall mean the price, payable to the Seller by TP for the full and proper performance by the Seller of its part of the Contract as determined under the provisions of the Contract;

**"Delivery"** shall mean the time at which delivery of the Goods occurs in accordance with Condition 6.1;

**"Delivery Date"** means the date, or dates specified in the Order for the delivery of the Goods or (where applicable) the Services or such other dates as are otherwise agreed in writing between the parties from time to time. Where no delivery dates are specified in the Order or otherwise agreed in writing between the parties from time to time the delivery date shall be a reasonable time from the time that the Order is placed;

**"Goods"** means the goods to be provided by the Seller to TP as set out in the Order;

**"Insolvent"** means:

(a) in the case of a company, LLP or partnership, if a party:

- (i) has a receiver, administrator or provisional liquidator appointed;
  - (ii) is subject to a notice of intention to appoint an administrator;
  - (iii) passes a resolution for its winding-up (save for the purpose of a solvent restructuring);
  - (iv) has a winding up order made by a court in respect of it;
  - (v) enters into any composition or arrangement with creditors (other than relating to a solvent restructuring);
  - (vi) ceases to carry on business;
  - (vii) has any steps or actions taken in connection with any of these procedures; or
  - (viii) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction,
- (b) in the case of an individual, if a party:
- (i) has a receiver appointed;
  - (ii) has a bankruptcy order made by a court in respect of him;
  - (iii) has a bankruptcy petition presented in respect of him;
  - (iv) enters into any composition or arrangement with creditors;
  - (v) ceases to carry on business;
  - (vi) has any steps or actions taken in connection with any of these procedures;
  - (vii) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;

**"Order"** means the TP purchase order for the supply of Goods sent by TP to the Seller on TP's official order form together with any documents annexed thereto;

**"Seller"** means the person named as the seller in the Order;

**"Services"** means the services set out in the Order; and

**"TP"** means the **"Turning Point"** entity set out in the Contract and shall include TP's successors and assigns.

- 1.2 Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- 1.3 References to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

1.5 A reference to the parties shall be a reference to TP and the Seller and references to a “party” shall be construed accordingly.

## 2. **PRECEDENCE**

2.1 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions the Seller seeks to incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 To the extent only of any conflict or inconsistency between the documents comprising the Contract, the order of precedence will be as follows:

2.2.1 the Order;

2.2.2 these Conditions; and

2.2.3 any other documents (or parts thereof) that TP and the Seller otherwise agree in writing shall form part of the Contract from time to time.

2.3 The Seller waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Seller that is inconsistent with these Conditions.

## 3. **PRICE**

3.1 The Contract Price stated in the Contract for the Goods and/or the Services is a fixed price and shall not be varied for any reason unless expressly agreed in writing and signed by an Authorised Officer of the Seller and by an Authorised Officer of TP.

3.2 The Contract Price shall unless expressly stated otherwise in the Contract be inclusive of all costs and expenses incurred by the Seller including all packaging, insurance, carriage and delivery costs and all travel, accommodation and subsistence expenses.

## 4. **CONTRACT FORMATION AND ACKNOWLEDGMENT**

4.1 The Seller’s acceptance of these Conditions when agreeing to register on TP’s portal constitutes an ongoing offer by the Seller to provide Goods and Services of the type pre-agreed with TP (when registering for TP’s portal) on the terms of these Conditions. TP may accept this offer at any time by placing an Order for Goods and/or Services with the Seller. Subject to Condition 4.2, each Contract shall be formed at the time that TP places the relevant Order with the Seller.

4.2 TP will only be bound by the Order if it:

4.2.1 is on the official TP purchase order form; and

4.2.2 contains a purchase order number (except in relation to Sellers that TP expressly and in writing agrees may invoice by way of a consolidated electronic bill (“**Consolidated Sellers**”).

4.3 Subject to Condition 4.2, if a Contract has not been formed pursuant to Condition 4.1 delivery of the Goods or commencement of performance of any Services ordered by TP shall constitute the Seller’s deemed acceptance of these Conditions.

## 5. **VARIATIONS**

5.1 TP shall have the right on giving notice in writing to direct the Seller to add to or omit or otherwise vary the Goods and/or the Services (“**TP Variation Notification**”).

5.2 Where the Seller receives a TP Variation Notification it shall within 14 calendar days and acting reasonably notify TP in writing of any reasonable changes required as a result of the changes proposed in the TP Variation Notification to the Contract Price (where applicable determined at the same levels of pricing as contained in the relevant original Contract), the time for delivery of the Goods and/or the performance of the Services or the time for completion of the Contract ("**Seller Variation Notification**").

5.3 TP shall then at its sole discretion decide whether to accept in writing the changes proposed in the TP Variation Notification on the terms set out in the Seller Variation Notification or whether to reject the terms of the Seller Variation Notification in which case the terms of the original Contract (prior to the TP Variation Notification) shall continue to apply in unamended form.

## 6. **DELIVERY**

6.1 The Goods shall be properly packed, secured and despatched at Seller's expense to arrive in good condition by the relevant Delivery Date(s) during business hours and at the place(s) specified in the Order or otherwise agreed between the parties in writing. The Seller will be responsible for off-loading the Goods from the delivery vehicle. Delivery of the Goods will be considered complete when they have been off-loaded at the delivery address.

6.2 The Seller shall give written notice to TP immediately if any programmes of manufacture and/or delivery are or may be delayed.

6.3 If the Goods are delivered to the wrong destination the Seller will be held responsible for any additional expense and risk in delivering them to their correct destination.

6.4 In order to confirm TP's receipt of the Goods the Seller shall obtain on Delivery the signature of a representative of TP or the person to whom the Seller has been instructed to effect delivery of the Goods. This confirmation shall be evidence of receipt only but not of the Goods being of the condition specified in these Conditions and shall not amount to acceptance of the Goods by TP.

6.1 The time or times specified in the Contract for delivery of the Goods and/or performance of the Services is of the essence of the Contract.

## 7. **ACCEPTANCE AND PASSING OF RISK AND TITLE**

7.1 Subject to Condition 7.2, Goods shall only be accepted after they have satisfied all requirements and passed all tests specified in the Order, these Conditions or as otherwise agreed in writing between the parties ("**Acceptance**").

7.2 TP shall have least four weeks to inspect and test the Goods. TP shall be entitled to reject the Goods without penalty at any time prior to their acceptance notwithstanding Delivery.

7.3 Risk in and ownership of the Goods will pass to TP on Acceptance.

7.4 Until delivered to and Acceptance by TP in accordance with Condition 7.1, the Goods shall remain at the sole risk of the Seller, who shall at its own cost insure and maintain adequate insurance of the Goods in the name of the Seller against all insurable risks which are likely to affect the Goods with reputable insurers and on terms approved by TP, until such Goods are accepted by TP. Satisfactory evidence of such insurance and payment of the current premiums shall be shown to TP upon request from time to time.

## 8. **PAYMENT**

8.1 Payment will be made in accordance with the terms of the Order. In the absence of any express condition in the Order and subject to Condition 8.4:

- 8.1.1 The Seller shall be entitled to invoice for the Goods and/or Services following acceptance of the Goods pursuant to Condition 7.1 (in the case of Goods) or satisfactory completion of the performance of Services (in the case of Services); and
  - 8.1.2 TP shall make payment of any sums due to the Seller under the Contract within 30 days of receipt of a valid invoice stating a purchase order number except in the case of Consolidated Sellers (where the invoice is not required to state a purchase order number). Invoices must be addressed to Turning Point, Finance Dept, The Exchange, 3 New York Street, Manchester M1 4HN. The complete Order number must be quoted on all invoices.
- 8.2 If applicable, TP shall pay to the Seller, in addition to the Contract Price, a sum equal to the Value Added Tax (VAT) chargeable on the value of the Goods and/or Services supplied in accordance with the Contract. This payment shall be made at the later of the following times:
- 8.2.1 when the amount to which the VAT relates is due; or
  - 8.2.2 when TP receives a valid VAT invoice from the Seller.
- 8.3 Any over payments by TP to the Seller shall be a sum recoverable from the Seller pursuant to Condition 17.
- 8.4 If TP disputes, any part of an amount invoiced by the Seller ("**Disputed Sum**"), TP will be entitled to withhold payment of the Disputed Sum until the dispute is settled.
- 8.5 The following provisions shall apply in relation to interest on late payments:
- 8.5.1 subject to Condition 8.5.2, if any sum payable under the Contract is not paid on or before the due date for payment the Seller will be entitled to charge TP interest on that sum at 2% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis;
  - 8.5.2 such interest will not be chargeable on any Disputed Sum, provided that if it is agreed or determined that part or all of the Disputed Sum is payable, interest will be chargeable on the relevant part of the Disputed Sum in accordance with Condition 8.5.1 but from the date on which payment of that sum is due in accordance with settlement of the dispute rather than from the date on which payment of the original invoice which included that sum was originally due; and
  - 8.5.3 the parties agree that this Condition 8.5 is a substantial remedy for late payment of any sum payable under the Contract, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

## 9. **GOODS**

- 9.1 A TP representative shall have the right to inspect all Goods at any time prior to Delivery at the Seller's premises and the works of sub-contractors at all reasonable times and to reject Goods that do not comply with the terms of the Contract.
- 9.2 The Seller shall permit TP, TP's officers, employees, agents and sub-contractors to enter upon the Seller's premises, and will procure permission for such persons to enter upon any relevant third party premises, to carry out such inspection and testing and will provide TP with all facilities reasonably required. Any inspection, checking, approval or acceptance given on behalf of TP shall not relieve the Seller or its sub-contractor from any obligation under the Contract.

9.3 If, following inspection or testing under Condition 9.2, TP gives written notice to the Seller that it is not satisfied that the Goods will comply with Condition 9.4, the Seller will take all steps necessary to ensure compliance.

9.4 The Goods shall:

9.4.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

9.4.2 correspond with their description;

9.4.3 be free from defects in design, materials and workmanship;

9.4.4 comply with the relevant Applicable Laws; and

9.4.5 be fit for any purpose held out by the Seller or made known to the Seller expressly or by implication and in this respect TP relies on the Seller's skill and judgment.

## 10. **SERVICES**

10.1 The Seller shall, in performing the Services:

10.1.1 use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;

10.1.2 fulfil all requirements set out in the Order or as agreed in writing between the parties;

10.1.3 use appropriately qualified, trained and experienced personnel with the right to work in the relevant location;

10.1.4 fully co-operate with TP's agents, representatives and contractors;

10.1.5 comply with all relevant Applicable Laws and obey all of TP's lawful and reasonable directions; and

10.1.6 ensure that it has and maintains all licences, permissions and consents required from time to time.

10.2 The Seller will perform the Services on the Delivery Dates set out in the Order, or on such other dates as may be agreed in writing by the parties.

## 11. **REMEDIES**

11.1 If the Seller fails to deliver the Goods and/or perform the Services by the Delivery Date, or does not comply with the undertakings set out in Conditions 9.4 or 10.1, then, without limiting its other rights or remedies, TP shall have one or more of the following rights:

11.1.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Seller at the Seller's own risk and expense;

11.1.2 to terminate the Contract with immediate effect by giving written notice to the Seller;

11.1.3 to require the Seller to repair or replace the rejected Goods or any part or parts of the Goods which during the first year of actual use (the "**Warranty Period**") prove to be defective or unsuitable for the purpose specified, whether such defect or unsuitability is due to faulty design, poor workmanship, faulty materials,

the Seller's erroneous instructions or data or any other cause not attributable to misuse by TP, or to provide a full refund of the price of the rejected Goods (if already paid for);

- 11.1.4 to refuse to accept any subsequent delivery of Goods and/or performance of the Services which the Seller attempts to make;
  - 11.1.5 to cancel the delivery of any undelivered Goods and/or Services;
  - 11.1.6 to recover from the Seller any expenditure incurred by TP in obtaining substitute goods and/or services from a third party;
  - 11.1.7 where TP has paid in advance for Goods that have not been provided by the Seller and/or Services which have not been delivered by the Seller, to have such sums refunded by the Seller; and
  - 11.1.8 to claim damages for any additional costs, loss or expenses incurred by TP arising from the Seller's failure to supply Goods in accordance with Condition 9.4.
- 11.2 If the Contract provides for delivery of the Goods by the Seller by instalments and the Seller shall make default in delivery of one or more instalments, TP shall have the option specified in Condition 11.1 hereof in relation to the Contract as a whole.
- 11.3 This Condition **Error! Reference source not found.** shall extend to any substituted or remedial services and/or repaired or replacement Goods supplied by the Seller.
- 11.4 The making of payment shall not prejudice TP's right of rejection. Goods rejected under this Condition 11 shall not be considered as having been delivered under the Contract and shall be removed by the Seller at its own expense no later than 14 days from the date of the receipt of notification of rejection or within such greater period as TP may agree. In the event of the Seller failing to remove them, or any of them, within such a period as aforesaid, TP shall be at liberty to return the rejected Goods or any of them at the Seller's risk, the cost of carriage being a sum of money recoverable from the Seller pursuant to Condition 17.
- 11.5 The Warranty Period for any Goods repaired or replaced shall be extended by 12 months from the date when such repair or replacement shall be approved by TP. Any repaired or replacement Goods shall comply with the requirements in Condition **Error! Reference source not found.**, above.
- 11.6 Nothing in these Conditions or any Contract shall prejudice any condition or warranty (express or implied) or any other right or remedy to which TP is entitled in relation to the Goods and/or the Services by virtue of statute common law or otherwise.

## 12. **TP Property**

- 12.1 All tools, materials, and other equipment supplied by TP to the Seller will at all times:
- 12.1.1 be and remain the exclusive property of TP;
  - 12.1.2 be held by the Seller in safe custody at its own risk;
  - 12.1.3 be maintained and kept in good condition by the Seller until returned to TP;
  - 12.1.4 not be disposed of other than in accordance with TP's written instructions;
  - 12.1.5 not be used otherwise than as authorised by TP in writing; and
  - 12.1.6 be returned to TP on demand.

13. **NON-OBSERVANCE OF CONDITIONS**

In the event of any breach or non-observance of any of these Conditions, TP may give the Seller written notice of such breach or non-observance and the Seller shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. Should the Seller fail so to rectify, then TP shall have the right to give the Seller written notice forthwith terminating the Contract.

14. **TP's RIGHT OF CANCELLATION**

The Seller agrees that the Contract may be terminated by TP at any time in whole or in part by delivery to the Seller of a notice of termination. In the event of such notice being given the Seller shall comply with any directions with regard to the Goods and/or the Services which may be given by TP.

15. **INSOLVENCY OF SELLER**

TP may by written notice cancel the delivery of any undelivered Goods or Services ordered but yet to be delivered/performed if the Seller becomes Insolvent

16. **COMPLIANCE WITH LAW**

16.1 The Seller shall and shall procure that its agents, officers and employees and permitted sub-contractors comply with and observe strictly, in respect of and in connection with the Goods and/or the Services and their supply, all Applicable Laws.

16.2 The Seller shall keep TP indemnified against all actions, claims, demands, damages, fines, costs, charges and proceedings whatsoever in respect of any loss of or damage to any property or death of or injury to any person arising in consequence of or in connection with any breach non-compliance or non-observance of its obligations in Condition 16.1.

17. **SET OFF**

TP will be entitled to set-off any liability which the Seller has to it against any liability which it has to the Seller, whether such liability is present or future, liquidated or unliquidated, under a Contract or any other contract between the parties or other cause of action.

18. **ANTI-CORRUPTION**

18.1 The Seller shall not give, provide, or offer any loan, fee, reward, gift or any emolument or advantage whatsoever in connection with a Contract and the Seller shall not and shall procure that its agents and sub-contractors shall not breach any applicable anti-corruption or anti-bribery law including but not limited to the Bribery Act 2010.

18.2 The Seller shall and shall procure that its agents and sub-contractors shall comply with TP's Code of Conduct in respect of gifts and hospitality.

18.3 In the event of any breach of this Condition 18, TP shall, without prejudice to any other rights it may possess, be at liberty forthwith to terminate the Contract and to recover from the Seller any loss or damage consequent upon such termination.

19. **ASSIGNMENT**

19.1 The Seller shall not without the consent in writing of an Authorised Officer of TP assign, subcontract or sub-let the Contract or any part thereof.

19.2 TP shall be entitled to assign, subcontract or otherwise transfer any of its obligations under any Contract.



## 20. NOTICE

20.1 Subject to Condition 20.4, any notice or other communication given under or in connection with these Conditions or any Contract will be in writing, marked for the attention of the specified representative of the party to be given the notice or communication and:

20.1.1 sent by pre-paid first class post to that party's address;

20.1.2 delivered to or left at (but not, in either case, by post) that party's address; or

20.1.3 sent by e-mail to that party's e-mail address specified below.

The address, e-mail address (and representative in the case of TP) for each party are set out below and may be changed by that party giving at least 7 calendar days' notice in accordance with this Condition 20:

Relevant party:	TP	Seller
Representative of Party:	Authorised Officer of TP	N/A
Address for notice:	As stated in the Order	Registered office (and if no registered office the principal place of business).
Email address for notice:	As stated in the Order	As stated in the Order

20.2 Any notice or communication given in accordance with Condition 20.1 will be deemed to have been served:

20.2.1 if given as set out in Condition 20.1.1, at 9.00am on the second Business Day after the date of posting;

20.2.2 if given as set out in Condition 20.1.2, at the time the notice or communication is delivered to or left at that party's address; and

20.2.3 if given as set out in Condition 20.1.3, at the time of transmission of the relevant e-mail provided that no notice of delivery failure is received by the sender within 48 hours of sending and a copy is also sent in the post within 24 hours of the e-mail being sent.

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

20.3 For the avoidance of doubt, any notice or communication given under or in connection with these Conditions or any Contract and not in accordance with this Condition 20 will not be valid.

20.4 This Condition 20 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

## 21. CONFIDENTIALITY

21.1 Both parties shall, subject to Condition 21.2:

21.1.1 keep the other's Confidential Information secret, safe and secure;

21.1.2 use the Confidential Information only to the extent necessary for the performance of its obligations under the Contract; and

21.1.3 not disclose the other's Confidential Information to any other person.

- 21.2 Each of the Seller and TP may disclose the other's Confidential Information:
- 21.2.1 to such of its officers, employees, agents and sub-contractors, who need access to that Confidential Information for the purpose of complying with its obligations under the Contract. If either the Seller or TP disclose the other's Confidential Information under this Condition 21.1.1, the Seller as the discloser or TP as the discloser, will procure that each person to whom that Confidential Information is disclosed will not do, or omit to do anything which if done or omitted to be done by the relevant discloser would be a breach of this Condition 21; and
  - 21.2.2 to the extent required by Applicable Law or a court of competent jurisdiction or the rules of any listing authority, stock exchange, the Panel on Takeovers and Mergers or a regulatory authority.
- 21.3 Each of the Seller and TP acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Condition 21 by the other. Accordingly, the other will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) and to all remedies of a trade secret holder for any breach or threatened breach of this Condition 21.
22. **GENERAL**
- 22.1 Subject to Condition 22.2, the Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter (including but not limited to any other terms and conditions of the Seller or TP unless otherwise expressly agreed in writing between the parties)and:
- 22.1.1 neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in the Contract;
  - 22.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and
  - 22.1.3 nothing in this Condition 22.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 22.2 Where the parties have a written supply agreement in respect of the supply of goods and/or services then, notwithstanding anything else in these Conditions, that written supply agreement shall apply in respect of the Order, notwithstanding the fact that these Conditions may be referred to in the Order. In these circumstances, these Conditions shall not apply.
- 22.3 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract or these Conditions will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 22.4 If any term of these Conditions or any Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these Conditions or any Contract (as applicable) and this will not affect the remainder of these Conditions or any Contract (as applicable) which will continue in full force and effect.

22.5 Subject to Condition 5, save as otherwise expressly provided in these Conditions, any variation of the Order or these Conditions shall become binding only if agreed in writing by an Authorised Officer of TP and by an Authorised Officer of the Seller.

22.6 Except as expressly set out in these Conditions or any Contract, the parties do not intend that any term of these Conditions or any Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

### 23. **GOVERNING LAW AND JURISDICTION**

23.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

23.2 Subject to Condition 23.3, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with these Conditions and any Contract (including (without limitation) in relation to any non-contractual obligations).

23.3 Either party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

23.4 Subject to Condition 23.3, each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England and Wales. Each party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of any other jurisdiction.