

PIDDINGTON ENGINEERING LIMITED  
TERMS AND CONDITIONS

1. Interpretation

1.1 In these Terms:

“Acceptance Certificate” means a certificate issued by the Supplier to Piddington which has been signed by the Supplier’s employee responsible for Quality Assurance in accordance with clause 4.2 to confirm the Product Tests have been passed.

“Agreement” means the agreement between Piddington and the Supplier for the supply of the Products and / or Services, consisting of (i) the Purchase Order, (ii) these Terms and (iii) the Specification (if issued) and (iv) acceptance by the Supplier of the Purchase Order in accordance with clause 2.2 below;

“PIDDINGTON” means Piddington Engineering Limited, whose registered office is at Unit 3, Gadwey House, Leigh Street, High Wycombe, Buckinghamshire, United Kingdom, HP11 2QU;

“Confidential Information” means the Specification and any other technical or commercial know-how of a confidential nature relating to the Products or any of the Components, together with any other confidential information relating to Piddington’s businesses, product, services, customers or operations, which is disclosed to obtained by the Supplier pursuant to the Agreement.

“Components” means any Product components that may be specified in the Specification.

“Contract Price” means the total price for the Products and / or Services, as set out in the Purchase Order;

“Delivery Date” means each date for delivery of the Products and / or Services to the Delivery Location, as specified in the Purchase Order (as may be amended in accordance with clause 7.3);

“Delivery Location” means the address for delivery of the Products and / or Services, as specified in the Purchase Order;

“Intellectual Property Rights” means (i) patents, inventions, designs, copyright and related rights, database rights, trademarks, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) know how and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;

“Non-Disclosure Agreement” means the Non-Disclosure Agreement entered into between Piddington and the Supplier.

“Product Tests” means the definition in clause 4.1;

“Products” means the products specified in the Purchase Order, as further described in the Specification;

“Purchase Order” means the purchase order issued by Piddington for the supply of the Products, as amended under clause 2.4;

“Services” means any and all services provided by the Supplier to Piddington;

“Specification” means the specification attached to or specified in the Purchase Order;

“Supplier” means the party to whom the attached Purchase Order is addressed;

“Terms” means these purchase terms (subject to any amendments contained in the Purchase Order); and

“Warranty Period” means, in relation to any of the Products, the period of 24 months after the applicable Delivery Date.

1.2 In these Terms:

(a) words denoting the singular include the plural and vice versa and words denoting any gender includes all genders;

(b) references to: (i) clauses are to clauses of these Terms and clause headings are for convenience only and shall not affect interpretation of these Terms; (ii) a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted; and (iii) any phrase introduced by the terms including, include in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Basis of Agreement

2.1 The Purchase Order constitutes an offer by Piddington to purchase the Products or Services specified therein from the Supplier in accordance with these Terms and the Specification.

2.2 The Purchase Order shall be deemed to be accepted on the earlier of the Supplier issuing a written acceptance of the Purchase Order or any act by the Supplier consistent with fulfilling the Purchase Order.

2.3 These Terms and the Specification shall apply to the Agreement to the exclusion of any other terms that the Supplier may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any conflict between the individual elements of the Agreement, the parties agreed that the following order or priority shall apply: (i) these Terms, (ii) the Purchase Order and (iii) the Specification.

2.4 Piddington may at any time amend: (a) the quantity of Products relating to any delivery under the Purchase Order, provided such amendment is notified to the Supplier at least 30 days before the applicable Delivery Date save that the total quantity of Products ordered by Piddington under the Purchase Order shall remain unchanged; (b) the Delivery Date relating to any delivery of the Products under the Purchase Order by giving at least 30 days’ notice to the Supplier save that the total quantity of Products ordered by Piddington under the Purchase Order shall remain unchanged. The Supplier shall comply with any amendment to the Purchase Order under this clause 2.4 and thereafter any reference to the Purchase Order shall be the Purchase Order as amended.

3. Assembly of Products

The Supplier shall to the extent required perform the following activities in relation to the assembly of the Products: (a) procure such quantities of the Components, from the manufacturer(s) specified if any in the Specification, as are required to supply the quantity of Products specified in the Purchase Order; (b) following receipt of any Components, inspect each Component to ensure it: (i) complies with the applicable requirements of the Specification, (ii) is of satisfactory quality and (iii) is free from any apparent defect in design, material, manufacture or workmanship; (c) assemble the Products, using the Components, in accordance with the requirements of the Specification.

4. Product Tests

4.1 Once the activities referred to in clause 3 have been completed, the Supplier shall conduct any appropriate tests in order to determine whether each of the Products complies with the Specification (“Product Tests”).

4.2 If the Products pass the Product Tests, then the Supplier shall provide Piddington with an Acceptance Certificate in respect of those Products at the time of Delivery. The Supplier shall provide the relevant Acceptance Certificate on request to Piddington if it has not done so at Delivery.

4.3 If any Products do not pass the Product Tests, then the Supplier shall promptly notify Piddington accordingly and determine the cause of such failure, including (where necessary) by performing an appropriate root-cause analysis.

4.4 If it is determined that the Product Tests were failed as a result of: (a) a failure by the Supplier to perform the Services in accordance with these Terms, the Supplier shall (at its own cost and as soon as possible) re-perform the applicable Services so that the applicable Products will pass the Product Tests; (b) a defect in the Components, the Supplier shall (at its own cost and as soon as possible) obtain replacement Components from the manufacturer(s) specified in the Specification (or as otherwise directed by Piddington) and re-perform the Services so that the Products, containing the replacement Components, will pass the Product Tests.

4.5 Once the applicable activities in clause 4.4 have been completed, the Supplier shall repeat the Product Tests in accordance with this clause 4.1. The process in this clause 4 will then be repeated until the Products have passed the Product Tests (provided that Piddington shall be entitled to terminate the Agreement in whole or in part if any of the Products fail to pass the Product Tests on two or more occasions).

4.6 Notwithstanding the Supplier's obligation under clause 4.1 above, Piddington shall have the right by way of license, expressly granted herein by the Supplier, to check the progress of work and inspect the Products either at the Supplier's premises and/or the premises of the Supplier's sub-contractors.

4.7 Right of Access: Acceptance of this Purchase Order by the Supplier grants representatives from Piddington Engineering, Piddington's customers (only if needed or authorized by Piddington), and regulatory agencies the right of entry to the Supplier's premises and right of access to Supplier's records for the purpose of verifying that purchased materials or processes conform to specified requirements.

4.8 Control of Records. All records relating to the Purchase Order regarding the product will be held with the supplier complete production works order, quality records, material certificates, plating/heat treatment records and testing certificates are to be kept for a minimum term of 10 years, and copies to be submitted at time of delivery, with further requests by Piddington or representatives from Piddington Engineering, Piddington's customers (only if needed or authorized by Piddington), and regulatory agencies.

#### 5. Delivery, Title and Risk

5.1 The Supplier shall deliver the Products to the Delivery Location on the relevant Delivery Date(s). Delivery of the Products shall be completed on completion of unloading the Products at the Delivery Location, and written confirmation of receipt by an authorized Piddington representative.

5.2 The Supplier shall ensure that the Products are securely packaged and are delivered to the Delivery Location undamaged. In the event of any damage to the Products prior to Delivery, the Supplier shall promptly replace the same at no additional cost to Piddington. Title to the products shall remain vested in the Supplier and shall not pass to Piddington until the Contract Price has been paid in full and received by the Supplier.

5.3 Title and risk in the Products including replacement Products supplier under clause 5.1 and unfinished Products and Components supplied under clause 10 shall pass to Piddington on completion of Delivery. Accepting Delivery in the Products shall be without prejudice to any right of rejection to which Piddington is entitled under the Agreement or otherwise.

5.4 Delivery charges are the responsibility of the Supplier. If such charges are not specified separately in the Contract Price they will not be paid by Piddington.

5.5 Delivery of the Products shall be on a DDP (Delivered Duty Paid) basis (as defined in accordance with INCOTERMS 2000) with carriage, insurance and freight paid by the Supplier.

#### 6. Delivery Delays

6.1 If the Supplier becomes aware that the delivery of any Products will, or is likely to, be delayed for any reason, then the Supplier must immediately notify Piddington accordingly, specifying the cause and expected duration of the delay and the likely effect of the delay on the performance of its delivery obligations under the Agreement. The Supplier must take all reasonable steps to minimize, the effect of the delay on the performance of its obligations under the Agreement.

6.2 To the extent that a delay referred to in clause 6.1 is caused by an act or omission of Piddington or an event of force majeure under clause 20.1, then, without prejudice to the Supplier's obligation under clause 6.2, the affected Delivery Date(s) shall be extended for a period determined by Piddington (acting reasonably) after consultation with the Supplier.

6.3 Without prejudice to clause 6.6 but subject to clause 6.3, if the Supplier fails to deliver any Products by the applicable Delivery Date, then the Supplier must pay to Piddington the daily amount ("the Daily Delivery Delay Amount") which is indicated on the Purchase Order for each full day between the applicable Delivery Date and the earlier of the date on which the Supplier delivers the Products in accordance with the Agreement and the date on which the whole or the relevant part of the Agreement is terminated by Piddington under clause 6.5 or 16.1.

6.4 The parties acknowledge that the Daily Delivery Delay Amount amounts payable under clause 6.4 are intended to be a price adjustment to reflect the Supplier's failure to comply with its obligations under clause 6.1, and that, accordingly, the payment of such amounts is without prejudice to any other remedy available to Piddington whether under the Agreement or otherwise.

6.5 Time for delivery of the Products and/or delivery of the Services shall be of the essence. If the Supplier fails to deliver any Products by the date which is 14 days after the applicable Delivery Date, then Piddington may, without prejudice to its other rights and remedies, immediately terminate the Agreement (in whole or part) without liability to the Supplier by giving written notice to the Supplier.

#### 7. Inspection

7.1 Following delivery of any Products, Piddington may conduct such inspections and tests of the Products as it considers reasonably necessary to determine whether the Products comply with the Purchase Order and/or the Specification and any other applicable requirements of the Agreement. If Piddington (acting reasonably) is not satisfied that the Products comply with the Purchase Order and/or the Specification, it may reject the Products and require the Supplier within 14 days to deliver replacement Products to the Delivery Location at the Supplier's expense. Piddington's rights under this clause 7 shall not affect and are not without prejudice to the Supplier's other obligations under these Terms, including clauses 9 to 12.

7.2 If the Supplier fails to replace any rejected Products in accordance with clause 7.2 within thirty days after the date of Piddington's rejection then Piddington shall have the right to purchase elsewhere replacement Products of the same or similar description. Without prejudice to any other rights which Piddington may have against the Supplier, Piddington shall be entitled to recover from the Supplier any payments made in respect of the rejected Products and the difference between the price of the rejected Products and the price of the replacement products.

7.3 Piddington may return any rejected Products to the Supplier carriage paid and at the Supplier's risk or at its sole discretion may require the Supplier to collect any Products that are rejected under clause 7.2 at the Supplier's risk and expense. Any inspection, checking or approval by Piddington under this clause shall not relieve the Supplier of its obligations under the Agreement. The Supplier shall ensure that its sub-contractors comply with equivalent obligations to this clause 7.

#### 8. Contract Price

8.1 The Supplier shall invoice Piddington for the Products in accordance with the Purchase Order unless otherwise specified in the Purchase Order, all amounts payable by Piddington under the Agreement shall be paid in pounds sterling and be exclusive of any Value Added Tax or equivalent tax (if any) which shall be charged in addition in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be paid by Piddington against receipt from the Supplier of a valid tax invoice. If there is a dispute about whether any amount is payable to the Supplier under the Agreement, Piddington may withhold the amount in dispute until the dispute is resolved, but shall pay any un-disputed amounts in accordance with this clause 8.

8.2 The Contract Price shall be inclusive of all charges for packing, shipping, carriage, insurance and delivery of the Products and any duties, taxes or levies (other than Value Added Tax or equivalent taxes). The obligation to pay the Contract Price (together with any applicable Value Added Tax or equivalent taxes) will constitute Piddington's entire payment liability to the Supplier under the Agreement.

8.3 If Piddington fails to pay any amount properly due and payable by it under the Agreement, the Supplier shall upon 30 days' notice to Piddington after the sum has become overdue, have the right to charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of Lloyds Bank plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgement. If there is a dispute under clause 8.2 about whether any amount is payable by Piddington, this clause shall not apply to such amount until the dispute is resolved and the sum payable (if any) has been determined.

#### 9. Tooling

9.1 Any charges payable by Piddington under the Agreement in relation to tooling costs must be identified separately in the Purchase Order.

9.2 All tooling for which Piddington has been charged any tooling costs under the Agreement (including any such tooling identified in the Purchase Order) shall be owned exclusively by Piddington without any further payment and the Supplier shall: (a) take all such steps as may be necessary to transfer title in such tooling to Piddington promptly after its creation or acquisition by the Supplier; (b) only use such tooling in relation to the performance of Services or as otherwise directed by Piddington in writing from time to time; (c) keep such tooling in safe custody at its own risk; (d) keep such tooling insured for its full replacement value against all risks with a reputable insurance company; (e) maintain such tooling in good working condition; and (f) deliver such tooling to the Delivery Location (or such other premises notified by Piddington) upon request by Piddington, expiry or termination of the Agreement.

#### 10. Warranties

10.1 The Supplier represents, warrants and undertakes that all Products delivered to Piddington under the Agreement shall to the extent required: (a) be of satisfactory quality; (b) have passed the Product Tests in clause 4; (c) during the Warranty Period, conform with the Specification; (d) during the Warranty Period, be free from any defect in design, material, manufacture or workmanship; (e) be fit for any purpose specified in the Specification; and (f) when delivered to Piddington, comply with all applicable statutory and regulatory requirements.

10.2 The Supplier represents, warrants and undertakes that it shall: (a) perform the Services in accordance with the Purchase Order and/or the Specification and any reasonable instructions of Piddington from time to time; (b) perform the Services with all reasonable care, skill and diligence and in accordance with ISO 9001 and best industry practice; (c) perform the Services using an adequate number of appropriately trained, skilled and experienced personnel; and (d) obtain (and at all times maintain) all necessary licenses and consents, and comply with all applicable laws and regulations, relating to the assembly, packing, storage, handling and delivery of the Products.

10.3 Without limiting any of the Supplier's obligations under these Terms, the Supplier shall ensure that Piddington obtains the full benefit of any warranties relating to the Components provided by the manufacturer(s) of such Components.

#### 11. Remedies

In addition to Piddington's right to terminate the Agreement in accordance with either clause 4.5 or clause 6.5 if the Supplier is in breach of clause 10.1, 10.2 and/or 10.3: then (without prejudice to Piddington's other rights and remedies) Piddington shall have the right to any one of more of the following remedies: (a) to terminate the Agreement; (b) to reject the Products and/or Services (in whole or in part) and return them to the Supplier at the Supplier's risk and expense; (c) to require the Supplier to, as soon as possible and at its own expense: (i) replace any defective Products and/or Services with replacement Products and/or Services that comply with the requirements of the Agreement and take any other steps necessary to rectify the applicable breach to the Customer's satisfaction or (ii) provide a full refund of the price of the rejected Products and/or Services, or (d) to refuse to accept any subsequent delivery of the Products and/or Services.

#### 12. Indemnities

The Supplier shall indemnify Piddington against all costs, expenses, liabilities, and losses incurred by Piddington as a result of or in connection with (a) any fault or defect in the Products and/or Services (except to the extent that such claim arises as a result of an act or omission of Piddington); or (b) any breach by the Supplier of any of its confidentiality obligations under these Terms.

#### 13. Insurance

During the term of the Agreement and for a period of six 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 such heads of liability as may arise under or in connection with the Agreement, and shall, on Piddington's request, produce both the insurance certificate giving details of cover (which shall be no less than £5 million for each type of liability listed above) and the receipt for the current year's premium in respect of each insurance.

#### 14. Liability

14.1 Nothing in these Terms shall operate so as to exclude or limit the liability of either party to the other for or in relation to: (a) fraud; (b) death or personal injury arising out of negligence; (c) any other liability which cannot be excluded or limited by law; or (d) any indemnity under clause 12.

14.2 Subject to clause 14.1 the total aggregate liability of either party to the other under or in relation to the Agreement, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise, shall not exceed a sum equal to 300% of the Contract Price.

14.3 Subject to clause 14.1, neither party shall be liable to the other for any indirect or consequential loss or damage arising under or in relation to the Agreement (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty, or otherwise).

#### 15. IP Rights

Nothing in these Terms shall be deemed to transfer to the Supplier any Intellectual Property Rights or other proprietary rights in relation to the Specification, any Confidential Information or any other materials or documentation provided by Piddington to the Supplier under the Agreement.

#### 16. Confidentiality

The Supplier shall keep all Confidential Information in strict confidence and in accordance with the Non-Disclosure Agreement which shall be incorporated by reference herein, save that solely in the absence of a Non-Disclosure Agreement, the following shall apply; (a) the Supplier shall only use Confidential Information for the purpose of performing its obligations under the Agreement and for no other purpose; and (b) the Supplier shall not disclose Confidential Information to any person other than such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations under the Agreement (provided the Supplier shall ensure that such persons keep the Confidential Information in strict confidence).

#### 17. Termination

17.1 Piddington may terminate the Agreement in whole or in part at any time with immediate effect by giving 90 days written notice to the Supplier, whereupon the Supplier shall immediately discontinue all work in relation to the Agreement. Piddington liability in relation to such termination shall be limited to payment of the costs which the Supplier can demonstrate were reasonably incurred by it in fulfilling the Purchase Order up to the date of being payable for the applicable Products (as stated in the Purchase Order) if they were delivered in accordance with the Agreement.

17.2 Without limiting its other rights or remedies, Piddington may terminate the Agreement with immediate effect by giving written notice to the Supplier if: (a) the Supplier commits a material or persistent breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing of that breach; (b) the Supplier becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent; (c) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the Supplier; (d) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the Supplier and/or over all or any part of the assets of the Supplier; (e) the Supplier enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or (f) anything equivalent to any of the events or circumstances stated in this clause occurs in any applicable jurisdiction.

#### 18. Consequences of Termination

18.1 On expiry or termination of the Agreement for any reason: (a) if requested by Piddington, the Supplier shall promptly deliver to Piddington all work-in-progress and any unused Components, and Piddington shall pay such costs as the Supplier can demonstrate were reasonably incurred by it in relation the same (provided that in no event shall the costs payable by Piddington under this clause 18.1 exceed the price that would otherwise be payable (as stated in the Purchase Order) if the applicable Products were completed and delivered in accordance with the Agreement); (b) the Supplier shall promptly return or destroy (at Piddington's request) any Confidential Information (including any copies) in its possession, custody or control; (c) in the event of the Agreement being terminated under this clause Piddington shall have the right on reasonable notice to the Supplier to enter its premises and/or the premises of any sub-contractor for the sole purpose of removing any item, equipment or materials (including any tooling under clause 9) which are Piddington's property. The Supplier shall ensure that its sub-contractors comply with equivalent obligations to this clause 18.1 (c).

18.2 Each party's further rights and obligations under the Agreement shall cease immediately upon the expiry or termination of the Agreement, provided that the expiry or termination of the Agreement for any reason whatsoever; (a) shall not affect the continued operation of clauses 1, 7, 10, 11, 12, 13, 14, 15, 16, 18 and 19 and other provisions which are necessary for the interpretation or enforcement of the Agreement, and (b) shall not prejudice or affect the rights of either party against the other in respect of any breach of the Agreement or in respect of any monies payable by one party to the other in respect of any period prior to expiry or termination. This clause shall not affect any rights contained in the Agreement which expressly allow a party to withhold payment in specified circumstances.

#### 19. Sub-Contracting

19.1 The Supplier shall not sub-contract the manufacture of the Products and/or Services stated in the Purchase Order or any part thereof without having first obtained written permission from Piddington which shall not be unreasonably withheld provided that this restriction shall not apply to sub-contracts for materials or minor details or any part of the work to be performed or materials or equipment to be supplied for which the sub-contractor is named in the Purchase Order.

19.2 The Supplier shall be fully responsible for the acts, defaults, omissions, or negligence of its sub-contractors, whether approval has been given to their appointment under this clause or not, as if they were the Supplier's and any consent given under this clause shall not relieve the Supplier of any of its obligations under the Agreement. The Supplier acknowledges that a sub-contractor's failure to perform does not excuse its failure to perform any part of the Agreement in any way whatsoever.

#### 20. General

20.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Agreement if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of the party, which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Agreement. If such event or circumstances prevent the Supplier from performing any of its obligations for more than 90 days, Piddington may terminate the Agreement with immediate effect by giving written notice to the Supplier.

20.2 Assignment: The Supplier shall not assign, transfer or charge, or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of Piddington.

#### 20.3 Notices:

(a) Any notice from one party ("Sender") to the other party ("Recipient") which is required to be given under the Agreement ("Notice") must be in writing (which for this purpose excludes e-mail), signed on behalf of the Sender, and be addressed to the Recipient using the details set out in the Purchase Order. Notices must be delivered by hand, sent by fax, or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery or sending must be retained by the Sender. Each party shall promptly notify the other of any change to its contact details. (b) Any Notice shall be deemed to have been served: (i) if delivered by hand, at the time and date of delivery; (ii) if sent by fax, at the time and date of the successful fax transmission report provided a copy of the Notice is sent immediately by recorded delivery or registered post; (iii) if sent by recorded delivery or registered post, 48 hours from the date of posting (such date as evidenced by postal receipt etc); and (iv) if sent by registered airmail, five days from the date of posting.

20.4 Waiver: A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.5 Cumulative remedies: Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

20.6 Severance: If a court or any other competent authority finds that any provision (or part of any provision) of this Agreement is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

20.7 No partnership: Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20.8 Third parties: A person who is not a party to the Agreement shall not have any rights under or in connection with it; and the Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded.

20.9 Variation: Any variation, including any additional terms and conditions, to the Agreement shall only be binding when agreed in writing and signed by both parties.

20.10 Governing law and jurisdiction: The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

20.11 Dispute Resolution: If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Agreement, the parties agree prior to any litigation first to try in good faith to resolve the dispute or difference in accordance with the mediation procedure of the Centre for Dispute Resolution. The venue for any mediation shall be London, England.

20.12 Entire agreement: The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms. In particular, no terms and conditions of sale submitted or referred to by the Supplier in any quotation or during the course of negotiation between the parties shall form part of the Agreement unless PIDDINGTON refers specifically to any such terms in the Purchase Order.