

1. **INTERPRETATION:** "UK" means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. "Overseas" means countries other than the UK. "Business Day" means any day other than a Saturday, a Sunday or a public holiday in the UK. "Commercial Conditions" means the commercial terms as set out in our Order acknowledgement or such other document as we have expressly agreed contains commercial conditions. "Contract" means any contract of sale and purchase of Goods comprising these Conditions and the Commercial Conditions. "Contract Price" means the price for the Goods as set out in the Contract. "Date of Despatch" means the date on which the Goods are despatched by us or collected by you from our premises. "Goods" means such goods as are supplied by us under the Contract which may or may not contain any design or trade mark, its logo or subsidiary content and any other intellectual property rights of its holding company (subsidiary and holding company being as defined in section 1159 of the UK Companies Act 2006). "Intellectual Property Rights" means any patents, trade marks, service marks, registered designs, applications of any of the foregoing, trade and business names, unregistered trade names or marks and service marks, copyrights, rights in designs, inventions, rights under licenses and consents in relation to any such rights. "Lost Metal Claim" means any claim arising from the fact that the Metal content of any Goods has been lost, damaged, destroyed or depleted whilst at our risk including, without limitation, where such loss, damage, destruction or depletion arises as a result of negligence by us or theft. "Metal" means, as applicable, such PGM as is contained in any Goods supplied by us pursuant to the Contract or as we may hold on account for your Group from time to time. "Order" means an order for Goods placed by you and accepted by us from time to time. "Overseas" means territories other than the UK; "PGM" means Platinum Group Metal. "Specifications" means the specifications for the Goods formed part of the Commercial Conditions, or such other specifications as have been agreed by the Goods and our Contract in writing and as they may be amended or modified by agreement between the parties to the Contract from time to time. "We", "us" and "our" mean or refer to Johnson Matthey Public Limited Company. "You" and "Your" mean or refer to the customer who buys the Goods from us.

2. **ACCEPTANCE AND VARIATION.** These Conditions shall apply to all our Contracts except to the extent expressly varied in writing and signed by us.

3. **QUALITY, AVAILABILITY OF MATERIALS AND INFORMATION.** Acceptance of Orders and/or completion of Contracts by us is subject to sufficient: (a) material, where such loss, damage, destruction or depletion arises as a result of negligence by us or theft. "Metal" means, as applicable, such PGM as is contained in any Goods supplied by us pursuant to the Contract or as we may hold on account for your Group from time to time. "Order" means an order for Goods placed by you and accepted by us from time to time. "Overseas" means territories other than the UK; "PGM" means Platinum Group Metal. "Specifications" means the specifications for the Goods formed part of the Commercial Conditions, or such other specifications as have been agreed by the Goods and our Contract in writing and as they may be amended or modified by agreement between the parties to the Contract from time to time. "We", "us" and "our" mean or refer to Johnson Matthey Public Limited Company. "You" and "Your" mean or refer to the customer who buys the Goods from us.

4. **PRICES.** We shall be entitled to take into account and revise upward the Contract Price according to fluctuations or increases in our costs (including, but not limited to, costs of materials, components, labour and services, including services provided to us (such as gas, electricity, water, etc) and costs of our overheads (such as Metal handling and financing)) and any currency fluctuations up to the Date of Despatch.

Unless otherwise set out in the Commercial Conditions Gold contained in Goods will be charged at prices based on the next available London Bullion Market morning fixing price following acceptance of the Order and Silver contained in Goods will be charged at prices based on the next available London Bullion Market midday fixing price following acceptance of the Order, or on a subsequent date at our discretion, or agreed with you in writing. PGM and/or metals other than Gold or Silver contained in Goods will be charged at our discretion unless otherwise agreed with you in writing at the next setting of the London JM Base Price ruling on (i) the day of acceptance of the Order, or where this is not possible, on the next available Business Day thereafter, or (ii) on the Date of Despatch of the Goods or, where this is not possible, on the next available Business Day thereafter.

Freight and insurance will be charged to you at the rates ruling on the Date of Despatch of the Goods unless the Commercial Conditions specify otherwise.

5.1 If you instruct us to enter into a forward sale or purchasing contract on your behalf and before the date fixed for the performance of the contract the current market value of the Metal, currency or sterling bought or sold on your behalf is, in the case of a purchase, less than the contract price or, in the case of a sale, is greater than the contract price, you must, within three days of our demand, pay to us such sum of currency or sterling or deliver to us such quantity of Metal or other security of way of margin or further margin as does not exceed in value the amount by which the current market value is less than or more than the contract price. If you fail to do so, we shall be entitled to call upon you to pay to us, within three days of our demand, sum of sterling or currency or to deliver to us such quantity of Metal or other security as is equal to the fall in value.

5.3 In carrying out your instructions to enter into a forward sale or purchasing contract on your behalf:

5.3.1 shall not incur any liability to you or any third party for damages, losses or expenses; and

5.3.2 you undertake to hold us harmless and indemnify us against all costs, expenses, losses and damages of whatsoever nature incurred in connection with any transaction arising from or pursuant to your instructions.

6. **TAXES AND CUSTOMS DUTIES.**

6.1 The Contract Price for the Goods shall be exclusive of any value-added, sales, excise, customs or other tax or duty payable on the sale of the Goods, which shall be paid by you in addition to the Contract Price. You are responsible for any customs duties or other charges, fines or assessments whatsoever levied on you in respect of the Goods on importation shall be borne by you.

6.2 If you are required by law to make a deduction, withholding or payment (together "deduction") on account of tax or otherwise from any amount payable by you under the Contract, then the amount so payable is to be increased to the extent necessary to ensure that, after the making of such deduction, we shall receive and retain free from any liability in respect of that deduction a net amount equal to the amount which we would have received and so retained had no such deduction been made.

7. **QUANTITIES.** Although we will use best endeavours to supply the exact quantity of Goods ordered, you shall accept the supply of Goods under an Order (whether more or less) within ten per cent of the stipulated quantity in your Order. In such circumstances, the invoice value of the Goods for the Order shall be adjusted accordingly. Contract Prices quoted are for the quantities and despatch Conditions stipulated in the relevant quotation only and may not apply to other quantities or to different Conditions of Sale.

8. **DESPATCH DATES.**

8.1 Although we will use reasonable efforts to meet our forecasted Date of Despatch, such forecast is an estimate only.

8.2 Time for despatch or delivery of Goods by us shall not be of the essence and, accordingly, we shall have no liability to you if there is any delay in despatch or delivery of the Goods. If the Goods are not despatched or delivered on the Date of Despatch, you shall not be entitled to reject the Goods or make any claim against us for any such delay.

8.3 Despatch of Overseas Orders is conditional upon you obtaining all necessary governmental or other consents governing the importation of Goods into the country of destination prior to despatch.

9. **WITHHOLDING OF DELIVERY.** Without prejudice to any of our other remedies, we are entitled to withhold delivery of any Goods (a) if any amount is overdue from you in respect of any invoice issued by us or by any other company in our Group; or (b) if, following invoicing of the Goods, your credit limit (if any) either with us or with any other company in our Group would be exceeded. In determining your credit limit for such purposes, the aggregate invoice value of all invoices issued to you by us or by any other company in our Group (as the case may be) and which are not outstanding, including unpaid accounts, shall be taken into account.

10. **PASSING OF RISK.** Risk in the Goods shall pass to you on delivery unless an earlier transfer of risk is set out in the Commercial Conditions or unless the Goods are collected from us in which case risk shall pass at the point of collection on the Date of Despatch. Trade terms (such as CIF and FOB) shall be interpreted according to Incoterms 2000 published by the International Chamber of Commerce.

11. **TITLE.**

11.1 Notwithstanding despatch or delivery of the Goods and/or the passing of risk, the following shall apply until we have received payment in full for all amounts due and owing in respect of all Goods delivered to you or collected from us by you:

11.1.1 Property in the Goods shall remain with us as legal and equitable owner. You shall be entitled to possession of the Goods only, shall hold the Goods as a bailee on our behalf and store the Goods separately from all other goods and in a way so as to be identifiable as our property. You shall be obliged to keep the Goods insured against all risks to our reasonable satisfaction in their full replacement value. On request you shall produce satisfactory evidence of appropriate insurance.

11.1.3 Notwithstanding the provisions of clause 11.1.1, you shall have a licence to sell (by way of bona fide sale at arm's length) the Goods which licence may be immediately terminated by us at any time by written notice to you provided that (without prejudice to any other right of ours) such licence shall automatically terminate if you (being an individual) become bankrupt or (being a company) adopt a resolution for your winding up or if any petition is presented for the appointment of an administrator or a receiver or an administrative receiver is appointed in respect of any part of your undertaking or assets or if you are unable to pay your debts as they fall due.

11.1.4 The proceeds of any sale and the benefit of any contract of sale shall be held in trust for us absolutely and you shall immediately pay all proceeds of sale into a bank account in your name separate from all other monies and shall notify us and the bank of our interest in that account. The proceeds of sale paid into this account shall not be used by you but shall immediately be paid to us even if any credit proof has not been expired.

11.1.5 At any time before the title of any of the Goods is passed to you, we may repossess such Goods. For this purpose, you grant us an irrevocable licence to enter your premises and to use reasonable measures to gain access to your premises and recover possession of the Goods.

11.1.6 We or our nominee shall at any time have full access to all your books of account, documents and papers relating to your dealings with us; your dealings with the Goods and/or your dealings with the proceeds of sale of the Goods.

11.1.7 You shall not pledge or in any way charge or otherwise encumber by way of security for any indebtedness of yours or any other person any of the Goods or any part of them (or their value).

11.2 Nothing in this Condition 11 gives you the right to return the Goods (or any part of them) or to refuse or delay payment for them (or any part of them).

11.3 Nothing in this Condition 11 shall be construed as creating a lien or charge or any other form of security over your property or that of any third party.

11.4 We shall be entitled to recover payment for the Goods notwithstanding that any ownership of any of the Goods has not passed from us.

11.5 Where we are unable to determine whether any Goods are the goods in respect of which your right to possession has terminated, you shall be deemed to have sold all goods of the kind sold by you to us in the Order in which they were invoiced to you.

11.6 We shall not be obliged to make any payment to you until any and all sums due from you to us have been settled.

11.7 The provisions of this Condition 11 shall survive termination of the Contract.

12. **INSURANCE FOR OVERSEAS CONSIGNMENTS.** If the Commercial Conditions specify, we may, on your behalf, arrange insurance to destination on consignments of Goods Overseas at your expense. The premium will cover the invoice value of the consignment of Goods. Details of the insurer and coverages are available upon request. The arrangement of any additional insurance required by you shall be your responsibility.

13. **DAMAGE IN TRANSIT AND NON-DELIVERY.** (Applicable in the UK only).

13.1 Where risk in the Goods has not passed to you, we will, at our sole discretion, either repair, replace, recover, refund or issue a credit note in respect of the Goods in the event of:

13.1.1 damage in transit provided we are given written notice of such damage promptly after delivery; are given the opportunity to inspect the Goods; and you make no further use of the Goods and do not attempt to repair or re-use them;

13.1.2 non-delivery provided that where we have notified you of despatch of the Goods we are given written notice of non-delivery promptly upon the Goods not being delivered.

13.2 For the avoidance of doubt, you agree that you shall have no right to terminate the Contract in the event of the occurrence of any of the circumstances set forth in Conditions 13.1.1 or 13.1.2.

14. **PAYMENT**

14.1 For customers in the UK, payment in full is due no later than the last business day of the month following the month of invoice date.

14.2 For customers in Overseas, payment in full is due no later than 30 days after the invoice date in the currency stated on the invoice.

14.3 Payment by you in sterling by bank credit transfer should be made to our account at Lloyds TSB Bank Plc City Office, PO Box 17328, 11-15 Monument Street, London EC3V 9JA. Bank Code 30-00-02. Account Number 0133871. IBAN GB67 10VD 3000 0200 1338 71. Payment by cheque must be received at least 4 Business Days prior to the last business day of the payment month.

14.4 In circumstances where, exceptionally, we agree that payment may be made in:

14.4.1 US \$, payment must be made by bank credit transfer to JP Morgan Bank, One Chase Manhattan Plaza, New York NY10081 USA. Swift Code CHASUS33. Account Number 323-112919. ABA Code 021000021. Chips UID CP0002;

14.4.2 €, payment must be made by bank credit transfer to Lloyds TSB Bank Plc, City International, PO Box 17328, 11-15 Monument Street, London EC3V 9JA. Bank Code 30-12-18. Account Number 59021368. IBAN GB13 10VD 3012 1859 0213 68. Swift Code LLOYGB33.

14.4.3 any other currency without then sterling, payment must be made in accordance with the instructions on the invoice or as otherwise set out in writing by us.

14.5 If we agree that payment may be made by irrevocable confirmed letter of credit, confirmation is required by a London clearing bank or any bank with our prior written approval.

14.6 Payment by you must be made without deduction, set-off or counter-claim.

14.7 Time for payment by you is of the essence.

14.8 We shall not be liable to you for any loss or damage to your benefit in respect of the Goods, you agree that within five Business Days of performance of our obligations in accordance with the terms of the bank guarantee you will provide written notice to the relevant bank (with a copy to us) that the bank guarantee shall be released. We reserve the right to pass on to you any charges incurred by us arising out of or in connection with your failure to provide such notice.

15. **FAILURE TO PAY.**

15.1 If you fail to make payment when due, the amount unpaid may, in our sole discretion, incur interest at the rate of 2% per annum above the Lloyds Bank TSB Bank Plc's base rate from time to time from the invoice date to the date of actual payment (both before and after judgment).

15.2 Without prejudice to any other remedies we may have, if you fail to make due payment of any sum due under the Contract, we shall be entitled to treat the Contract as repudiated by you.

16. **GENERAL LIEN.** Without prejudice to any other remedies we may have, we shall have a general lien on all of your goods or property in our possession (whether worked on or not) for the time being for all sums due from time to time under the Contract and we will be entitled, on or after the 21<sup>st</sup> day of the month following the month of invoice, to sell or dispose of, or to apply any proceeds received towards all sums due from time to time.

17. **METAL ACCOUNTS.** If you receive a written notice from us that any Metal account held with us is overdrawn and you do not make sufficient payment or deposit of Metal to achieve a zero or credit balance on that account within one calendar month of the date of the notice, Conditions 9, 15 and 16 shall apply. Interest may be charged at the rate specified in Condition 15 on the sterling value of the overdraw Metal calculated on a daily basis for the period during which any account is overdrawn from the date of the notice. You are responsible for regularly reconciling your Metal account(s) and Overseas payment arrangements.

18. **PACKING.** For Orders for delivery in the UK, containers charged for will be credited in full if returned carriage paid in good condition within 21 days after the invoice date and the return is duly advised. A charge to cover packing will normally be made for orders for consignment Overseas and shall be borne by you. Packing is non-returnable. You shall be responsible for its safe and proper disposal.

19. **WARRANTY AND LIABILITY.** 19.1 We warrant that all Goods will comply with the Specifications at the time of delivery (the "Warranty").

19.2 We accept no liability for misuse of the Goods or for the suitability or fitness of the Goods for any particular purpose or your failure to carry out statutory or contractual obligations.

19.3 If you claim that the Goods do not comply with the Warranty, you must give us written notice giving details of the alleged non-compliance within 30 days of the date of receipt and, if requested, promptly return the Goods to us properly packed, carriage paid.

19.4 If any Goods do not comply with the Warranty, our only obligation shall be (at our sole discretion) to repair, replace or issue a credit note in respect of such Goods provided that we shall have no such obligation if such Goods have been tampered with or subjected to improper treatment and/or the defects are as a result of faulty design or incorrect Specifications by you. Goods returned to us and replaced shall become our property.

19.5 Save as expressly provided in Condition 19.4, we shall have no further liability to you whether in contract, tort (including negligence) or otherwise arising out of a breach of the Warranty.

19.6 You represent to us that:

19.6.1 you have full title and authority to enter into the Contract and to exercise your rights under the Contract and to perform your duties and obligations under the Contract; and

19.6.2 where you are a body corporate, you are a company duly organised and validly existing under the laws of the relevant jurisdiction and you have taken all corporate and other actions required to authorise your performance of your duties and obligations under the Contract.

20. **LIMITATION OF LIABILITY.**

20.1 Our sole obligation in respect of a Lost Metal Claim shall be either (at our sole discretion) (i) to replace the metal or (ii) to issue a credit note of the value of the metal lost (at our risk); or (ii) to provide monetary compensation to the value of such Metals (the value being calculated at the Date of Despatch). The remedies specified in this Condition 20.1 are subject to the other provisions of this Condition 20.

20.2 Our total aggregate liability (whether in contract, tort (including negligence) or otherwise) arising out of, or in connection with, any act, omission, event or circumstances or series of acts, omissions, events or circumstances relating to the provision of the Goods and/or the Contract shall be limited as follows: (a) in respect of any claim for loss of or damage to property, we shall be liable for a Lost Metal Claim such liability shall not exceed the value, at the Date of Despatch, of any part of the Metals content that has been lost, damaged, destroyed or depleted and that is the subject of the Lost Metal Claim; or

20.2.2 for a claim other than a Lost Metal Claim, such liability shall not exceed the Contract Price (excluding the value of any Metal contained in the Goods).

20.3 We shall not be in any circumstances, (whether in contract, tort (including negligence) or otherwise) be liable for loss of profits (whether direct or indirect) or for:

20.3.1 any indirect, special, contingent or consequential damages or losses (whether for loss of business, loss of contracts, depletion of goodwill, losses arising from market fluctuations or otherwise) arising out of or in connection with, the Contract and/or the provision of (or failure to provide or delay in providing) the Goods; or

20.3.2 damage to property or persons resulting from the provision of (or failure to provide or delay in providing) the Goods. You accept the responsibility to insure against these risks.

20.4 We shall have no liability for Metal or Goods lost whilst not at our risk.

20.5 Nothing in these Conditions shall limit or reduce the relevant obligations under the Contract, or our negligence. Every Condition is subject to this Condition 20.5.

20.6 We shall not be liable in respect of any claim made against you by any third party and you shall indemnify us against any claim brought by any third party against us relating to the Goods.

20.7 No provision of these Conditions or the Warranty shall be taken as a representation by us that the Goods correspond with any description of them.

20.8 If performance of our obligations under the Contract is subjected to or conditional upon your satisfaction of such materials at the time they are despatched to us, any liability in respect of a Lost Metal Claim shall be limited to the extent of the relevant obligations under the Contract, and we shall not be liable to perform such obligations until you have satisfied such relevant conditions or performed such relevant obligations.

20.9 This Condition 20 is in substitution for and (to the extent permitted by English Law) excludes all conditions, warranties and terms as to satisfactory quality and fitness or the purpose or suitability of any of the Goods, whether expressed or implied, and whether conferred by statute, common law or otherwise.

21. **CONFIRMATION ORDERS.** To avoid Orders being duplicated, all confirmations of Orders previously placed must be clearly marked as a confirmation Order. We reserve the right to treat any confirmation Order that is not so marked as a separate Order.

22. **FREE ISSUE MATERIALS.** If you supply us with materials or parts for processing, excluding Metal, our liability for loss and/or damage shall be in no circumstances exceed three times the Contract Price for processing and claims for an amount of less than 2.5 per cent of the value of the free issue materials as received by us will be excluded. You must notify us in writing of the value of such materials at the time they are despatched to us. Any liability in respect of a Lost Metal Claim shall be limited to the extent of the relevant obligations under the Contract.

23. **MANUFACTURING EQUIPMENT.** Arrangements may be made for you to retain exclusive use of designs or patterns but all property rights in all machinery, plant, tools, dies, jigs and other equipment used in the manufacturing process of the Goods shall remain ours whether or not we charge you for their cost.

24. **TERMINATION.** Without prejudice to any other rights and remedies, either party may at any time terminate the Contract by giving written notice to the other and suspend all future

deliveries if the other party (a) goes into liquidation or is declared bankrupt; (b) has an administration order made against it; (c) suffers a distress or execution levied or enforced upon any of its property or assets and is not paid out or discharged or within 14 days; (d) has an enforcement order made against it; (e) has a receiver, administrator, receiver, receiver and manager or similar officer appointed over, its undertaking, property or assets; (e) stops payment or ceases or threatens to cease to carry on its business or becomes unable to pay its debts as they fall due or (f) enters into any other arrangement with its creditors or any of them; (g) a resolution or an order being made or being passed winding-up; (h) a petition is presented or a meeting is convened for the purpose of winding-up; or (i) if the equivalent to the foregoing shall occur in any jurisdiction.

24.3 Upon the expiry or termination of the Contract however arising shall be without prejudice to any rights or obligations which have already accrued to either party pursuant to the Contract prior to the date of expiry or termination, and shall not operate to affect such provisions of the Contract as in accordance with their terms are expressed to operate or to have effect after expiry or termination, including but not limited to, Conditions 1, 5.3.2, 26.2, 11, 20, 24, 28, 30 to 34 and 36 to 38, which shall remain in full force and effect after expiry or termination of the Contract.

24.3 Upon the expiry or termination of the Contract, all outstanding unpaid invoices in respect of the Goods shall become immediately due and payable by you and all invoices in respect of Goods ordered prior to the expiry or termination of the Contract, but for which an invoice has not been submitted, shall be due and payable by you immediately upon submission of the invoice.

25. **FORCE MAJEURE.** We reserve the right to defer the Date of Despatch or reduce the quantity of the Goods ordered by you and we shall not be held liable for any delay or failure to despatch or deliver the Goods if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, act of God, governmental actions, war, national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock out, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of six months, either party shall be entitled to give notice in writing to the other to terminate the Contract.

26. **INTELLECTUAL PROPERTY.**

26.1 We accept no liability (to the extent permitted by English Law) for any claims made against you for any infringement of the contract however arising shall be without prejudice to any rights or obligations which have already accrued to either party pursuant to the Contract prior to the date of expiry or termination, and shall not operate to affect such provisions of the Contract as in accordance with their terms are expressed to operate or to have effect after expiry or termination, including but not limited to, Conditions 1, 5.3.2, 26.2, 11, 20, 24, 28, 30 to 34 and 36 to 38, which shall remain in full force and effect after expiry or termination of the Contract.

26.2 If we execute the Order in accordance with your designs, plans or Specifications, you shall indemnify us without limitation in point of time notwithstanding the expiration or early termination of the Contract, and to keep us indemnified in full against all actions, losses, damages, expenses, costs, fees or other liabilities arising from any claims made against us for infringement of any third party's Intellectual Property Rights.

26.3 Nothing contained in these Conditions shall be construed as, or operate to grant, any licence to you in respect of any of our existing or future Intellectual Property Rights.

27. **SEPARATE DELIVERIES.** Where the Contract is for the sale of Goods by a number of separate deliveries, a breach affecting one delivery shall not affect any other, provided that for so long as payment for any delivery is overdue, we shall not be held liable for our rights under Condition 15) be liable to make any further delivery.

28. **SET-OFF.**

28.1 We shall at any time or times without notice to you, set off any liability of your Group to our Group against any liability of our Group to your Group, whether any such liability is present or future (whenever arising), liquidated or unliquidated, under the Contract or not and irrespective of:

28.1.1 the currency of the denomination; or

28.1.2 the type of Metal held by our Group on behalf of your Group.

28.2 Where our Group holds more than one type of Metal for your Group, whether in a Metal account or in physical form, we shall have the right, in our sole discretion, to charge the set-off to the purchase of Gold or Gold. If the liabilities to be set-off are expressed in different currency, we may convert either liability at a market rate of exchange for the purpose of set-off.

28.3 If we are setting off the liabilities against Metal held on behalf of your Group, we may sell the Metal on the following basis for the purpose of set-off:

28.3.1 for Platinum and Palladium – the London Platinum & Palladium Market an Fixing Price on the date of sale;

28.3.2 for the London Bullion Market midday Fixing Price on the date of sale;

28.3.3 for Silver – the London Bullion Market morning Fixing Price on the date of sale;

28.3.4 for Rhodium, Ruthenium, Iridium and Osmium the prevailing market rate on the date of sale, in each case, incorporating any applicable price adjustment.

28.4 Any exercise by us of our rights under this Condition 28 shall be without prejudice to any other rights or remedies available to us under the Contract or otherwise.

29. **SETTLEMENT OF OUTSTANDING AMOUNTS.** We shall not be obliged to deliver, transfer or make payment for any Metal held in a Metal account by us or our Group on behalf of your Group until all outstanding amounts owing by you or your Group to our Group have been settled in full by payment in cleared funds.

30. **PROPER LAW.**

30.1 The construction, validity and performance of all our Contracts shall be governed by English Law. We and you submit to the non-exclusive jurisdiction of the English Courts.

31. **HEADINGS.** Headings to paragraphs are for convenience of reference only and shall not affect the interpretation of these Conditions.

32. **SEVERABILITY.** If any provision of these Conditions and part (including a sub-clause or part thereof) shall be construed as a separate provision applying and surviving even if one or more Conditions or parts is held to be invalid, unlawful or otherwise unenforceable by a competent authority, the remaining Conditions and parts shall remain in full force and effect.

33. **WAIVER.** The waiver by us of any breach of any of these Conditions shall not prevent the subsequent enforcement of that Condition and shall not be deemed to be a waiver of any subsequent breach of that or any other Condition.

34. **NOTICE.** Any notice in writing or other communication under the Contract shall be made in writing and sent by personal delivery, facsimile or registered post to the party's registered office or at such other address as the party may nominate in writing from time to time. Any notice shall be deemed to be served at the time of delivery if served personally or, if served by facsimile transmission, at the time the originating machine confirms that the transmission was sent or, if served by registered post, 48 hours after posting and, in the case of Overseas customers, 5 days after posting.

35. **ASSIGNMENT**

35.1 We shall be entitled to assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge or otherwise dispose in any manner whatsoever of the benefit of the Contract or any part of it to any person, firm or company.

35.2 You shall not be entitled to assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge or otherwise dispose in any manner whatsoever of the benefit of the Contract or sub-contract or delegate its performance under the Contract or any part of it without our prior written consent.

36. **CONFIDENTIALITY.**

Each party shall keep in strict confidence and not, by failure to exercise due care or otherwise by any act or omission, disclose to any person whatsoever, or use or exploit commercially for a purpose other than the performance of its obligations under the Contract all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to such party by the other party or its agent or any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain, and the receiving party shall restrict disclosure or use of such confidential material to such of its employees, officers, advisers, agents or sub-contractors as need to know the same for the purpose of discharging its obligations to the disclosing party and shall ensure that such employees, officers, advisers, agents or sub-contractors are subject to like obligations of confidentiality as bind itself.

37. **GENERAL**

37.1 The Contract represents the whole agreement between the parties and supersedes all previous agreements between the parties relating to the subject matter.

37.2 Each party acknowledges that:

37.2.1 in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, covenant, indemnity, undertaking, commitment, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract; and

37.2.2 all other terms and conditions (including but not limited to those in any Order) are expressly excluded to the fullest extent permissible by law.

37.3 Each of our rights or remedies under the Contract are without prejudice to any of our other rights or remedies whether under the Contract or not.

37.4 The Contract may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

37.5 Either party shall at its own cost, execute and do all acts, documents and things (reasonably within its powers) as may reasonably be required by the other party so as to implement the terms of the Contract.

38. **RIGHTS OF THIRD PARTIES** The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions or to any contract to which these Conditions apply.