

Multi-Source UK LTD

Terms And Conditions

These Terms of Engagement apply to all work carried out by Multi-Source (UK) Ltd for our customers unless otherwise agreed in writing between both parties. If we do not receive the signed Terms of Engagement but continue to undertake work on your instructions, then you will be deemed to accept and have accepted the terms set out herein. The customer's attention is drawn in particular to the provisions of clause 9.

1. Definitions and interpretation

1.1 Definitions:

Business Day: a day, other than a Saturday or Sunday, when banks in Edinburgh are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with [clause 12.4](#).

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods.

Specification: any specification for the Goods, including any related plans and drawings that is agreed in writing by the Customer and the Supplier.

Supplier: means Multi-Source (UK) Ltd.

1.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted
- (c) Unless expressly provided otherwise in these Conditions, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those
- (e) A reference to writing or written includes fax and email.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Customer irrevocably waives any right it might otherwise have to rely on any term endorsed on, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions. All orders for the supply of goods and/or the provision of services placed with the Supplier shall be deemed to be subject to these terms and

conditions, and these are the only terms and conditions on which orders are accepted. No addition thereto or variation there from shall apply unless specifically agreed between the parties in writing. These Terms and Conditions apply to any contracts made between the Supplier and its customers to the exclusion of any other terms that any customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

3. Goods

3.1 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses), loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.1 shall survive termination of the Contract.

3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Delivery

4.1 The Supplier shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), and special storage instructions (if any); and

(b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such

packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.3 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses reasonably incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

(b) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

4.5 If, ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery, the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.6 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality

5.1 Except as provided in this [clause 5](#), the Supplier shall not be liable for:

- (a) the Customer makes any unauthorised use of such Goods;
- (b) any defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.4 To the extent that it is able to do so, the Supplier shall use its reasonable endeavours to pass to the Customer the benefit of any manufacturer's warranty or guarantee which has been provided to the Supplier in respect of the goods supplied by the Supplier to its Customer but only for as long as any such warranty or guarantee continues to subsist for the benefit of the Supplier. No warranty is given by the Supplier. In any event, the Supplier shall have no liability or responsibility in respect of any goods supplied by it:

- (a) Unless the Supplier is promptly notified in writing upon discovery of any defect by the relevant customer; or

- (b) Where any alteration has been made to the goods after leaving the Supplier's possession without prior written consent of the Supplier; or
- (c) Where any alleged defect is due in whole or in part to misuse, neglect, overload, unsuitable lubricant, improper installation or repair, alteration or accident, fair wear and tear or any other circumstance beyond the control of the Supplier; or
- (d) Where for any reason the relevant goods or customer ceases to receive the benefit of said manufacturer's warranty or guarantee.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.1 (b) to clause 10.1(d); and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) but not until the Supplier receives payment for the Goods in full.

6.5 At any time before title to the Goods passes to the Customer:

(a) the Supplier may by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and

(b) the Supplier may at any time require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Price and payment

7.1 The Supplier's payment terms are cash with order or pro forma basis. The Supplier may, at their sole discretion, designate a specific payment method if they consider it appropriate to do so. Approved Credit Accounts payment is due on or before the end of the month following the month of the invoice.

7.2 If the Customer shall fail to comply with any request made by the Supplier for payment before delivery, irrespective of whether the order has been accepted on credit terms, the Supplier may without notice revoke all credit facilities and withhold any and all deliveries to the Customer until payment has been made.

7.3 If payment for previous deliveries has not been made on the due date, The Supplier may without notice revoke all credit facilities and withhold any or all deliveries to the

7.4 If payment is not made by the due date under clause 7.8(a) the Supplier may without notice take any action that may be deemed necessary to secure payment. Any costs

incurred by the Supplier, through any such action will be borne by the Time for payment shall be of the essence.

7.5 The Supplier may, by giving notice to the Customer at any time up to 7 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other distribution costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.6 The price of the Goods excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.

7.7 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.8 The Customer shall pay each invoice submitted by the Supplier:

(a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer;

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier; and

(c) time for payment shall be of the essence of the Contract.

7.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the

overdue sum, whether before or after judgment. Interest under this clause 10 will accrue each day at 8% a year above the Royal Bank of Scotland base rate.

7.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.11 Your responsibility for the payment of invoices:

(a) Subject to clause 7.11(b), the Customer is liable for the payment of the fees and disbursements incurred by the Supplier on its behalf. In the event that we are acting on behalf of more than one client on the same matter, each such client will be jointly and severally liable for our fees and disbursements.

(b) Where you as the Customer instruct us as the Supplier to act on behalf of a limited company or LLP or other vehicle controlled by you (“the Corporate Vehicle”), you accept that it is appropriate that you, the Customer, guarantee payment of our fees and disbursements in accordance with these Terms of Engagement, even where for your convenience we may agree to invoice the Corporate Vehicle. Accordingly, if for any reason the Corporate Vehicle fails to meet our fees and outlays, the Customer will be liable personally to make such payments to us.

(c) If the Supplier is taking an order from a limited company, the directors of that company will be jointly and severally liable for our fees and disbursements, together with the person specifically instructing us in relation to the matter and the company itself. In the event that this paragraph is applicable, we will require the enclosed copy of these Terms of Engagement to be countersigned by or on behalf of the company, by each director of the company and by the person specifically instructing us.

(d) If the Supplier is taking an order from a limited liability partnership (“LLP”), the members of that LLP will be jointly and severally liable for our fees and disbursements, together with the person specifically instructing us in relation to the matter and the LLP itself. In the event that this paragraph is applicable, we will require the enclosed copy of these Terms of Engagement to be countersigned by or on behalf of the LLP, by each member of the LLP (or by each member of the board or committee of management of the LLP) and by the person specifically instructing us.

8. Authority to act

8.1 In the absence of specific contrary instructions from you, we shall be entitled to assume that those who hold themselves out as having authority to instruct us do have such authority. In particular, we shall be entitled to assume that:

- (a) If the Customer is a company, we may take instructions from any officer;
- (b) If the Customer is an LLP, we may take instructions from any member of the LLP;
- (c) If the Customer is a partnership, we may take instructions from any partner; and
- (d) If there are joint Customers (e.g. two individuals, two businesses, etc.) we may take instructions from either of them.

9. Limitation of liability

9.1 The Supplier's liability for any claims under this contract will not exceed the cost of the goods supplied to the Customer.

9.2 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, delict, under statute or otherwise (including liability arising from negligence).

9.3 Nothing in the Contract limits any liability of the Supplier which cannot legally be limited, including liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by the Sale of Goods Act 1979 or the Consumer Rights Act 2015; or
- (d) defective products under the Consumer Protection Act 1987.

9.4 Subject to clause 3, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;

- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

9.5 This clause 9 shall survive termination of the Contract.

9.6 All other claims arising from shortage, loss or damage or deterioration of goods in transit must be made in writing to the Supplier within seven days of receipt of the goods, whereupon if required by the Supplier the Supplier shall immediately be given adequate opportunity to inspect the goods in question.

9.7 In the absence of notification of claim and/or adequate opportunities to inspect in accordance with paragraph 9.6 above, the goods shall be deemed to have been delivered in accordance with this contract

9.8 No returns of any goods or product will be accepted by the Supplier without written agreement from the Supplier and if outwith 7 days of receipt of the goods or product.

10. Termination

10.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the Customer being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the

step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.

10.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

10.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

10.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

10.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. Force majeure

11.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this agreement by giving 28 days' written notice to the affected party.

12. General

12.1 Assignment and other dealings

(a) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2 Confidentiality

(a) Each party undertakes that it shall not at any time during the currency of or post-termination of the Contract disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2(b).

(b) Each party may disclose the other party's confidential information:

(i) With the other parties' written permission;

(ii) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and

(iii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.3 Entire agreement

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or assertion (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for any innocent misrepresentation or misstatement based on any statement in the Contract.

12.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause 12.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.7 Notices

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class recorded delivery post or other next

working day delivery service at its registered office (if a Supplier) or its principal place of business (in any other case).

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt.

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

(d) A notice given under this agreement is not valid if sent by email.

12.8 Third party rights

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of the Contract.

13. Special Manufacture/Distribution

13.1 Orders for goods requiring special manufacture or special distribution can be placed subject to the Supplier's right to deliver and charge for up to 10% more or less than the quantity ordered. The Supplier can, at their sole discretion, specify any additional terms which shall apply in this event. Acceptances of an order for goods requiring special manufacture or special distribution do not either expressly or by implication convey to the Customer any proprietary right over such goods or the production thereof.

14. Service

14.1 Any service or advice provided by the Supplier is offered in good faith and without any liability for loss or damage arising therefrom. Whilst every care is taken to ensure that information given in catalogues, correspondence, etc. is accurate, no responsibility is accepted for any errors which may occur therein and such catalogues, correspondence, etc., do not constitute the whole or any part of this contract.

15. Breach and Cancellation

15.1 The Customer shall have no right under any circumstances to cancel or vary any order without the prior written consent of the Supplier, which consent shall be conditional upon payment of such compensation as the Supplier shall reasonably require.

15.2 The Supplier shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part this contract or any other contract with the Customer or to suspend any further deliveries under this contract or any other contract

(a) in the event of the Customer being in breach of this contract

(b) if any debt due and payable by the Customer to the Supplier is unpaid

(c) if the Customer has failed to take delivery of any goods under this contract or any other contract in accordance with the terms of that contract.

(d) if the Customer becomes insolvent or being a corporate body has a receiver appointed or passes a resolution for winding up or a Court Order is made to that effect.

15.3 Any exercise by the Supplier of its rights hereunder shall be without prejudice to any of its other legal remedies.

16. Set-Off

16.1 The Customer shall not be entitled to withhold payment of any amount payable to the Supplier by reason of any disputed claim by the Customer in connection with his contract or with any other contract between the Supplier and the Customer and all sums payable under these Terms and Conditions will be payable in full without any deduction.

17. Unfair Contract Terms Act 1977

17.1 The Supplier considers these terms and conditions of sale to be fair and reasonable and its prices and insurance arrangements are made on the basis of these terms and conditions. The Customer will be deemed to have accepted that these terms and conditions are fair and reasonable unless he has informed the Supplier in writing before any Contract is entered into that he considers these terms and conditions to be unreasonable.

18. Mediation

18.1 The Supplier shall have the right to refer any dispute under this contract to mediation by written notice to that effect served upon the Customer. Upon service of such notice the parties agree to resolve any dispute by mediation. The Mediator shall be appointed by

agreement between the parties and failing such agreement within 21 days of service of the aforesaid notice, to be appointed by the President of the Law Society of Scotland.

19. Waiver

19.1 Any failure of the Supplier to insist upon the strict performance of any of these terms and conditions or any delay in the exercise of any rights or remedies provided herein shall not constitute a waiver of any such condition right or remedy unless expressly agreed in writing. The waiver of a breach shall not constitute a waiver of any continuing or future breach.

20. Data Protection

20.1 For the purposes of the Contract, the Supplier and the Customer are independent data controllers and each party agrees and undertakes to process the personal data of the other party and the personal data supplied by the other party in accordance with applicable data protection law, including UK GDPR as defined by section 3(10) of the Data Protection Act 2018; the Data Protection Act 2018; and the Privacy and Electronic Communications (EC Directive) Regulations 2003. For further details, please see the Supplier's Privacy Notice which is available on our website.

21. Governing law

21.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be exclusively construed in accordance with the law of Scotland.

22. Jurisdiction

22.1 Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation

PLEASE NOTE: If you are at all unsure about these terms, please contact the Supplier to clarify them. These terms shall become fully binding on both parties once signed and you will not be able to withdraw from the contract. Therefore, please only sign this contract (1) after you have read the terms and conditions in full and understand them and (2) if you

want to be legally bound to the these and conditions. You have the right to legal advice. You should consider taking independent legal advice before signing this document.

We hereby acknowledge receipt, and confirm acceptance, of the foregoing terms and conditions signing and returning the enclosed copy thereof.

Name:

Position:

Date:

Signed: