SUPPLY TERMS (EQUIPMENT SUPPLY ONLY)

1. DEFINITIONS & INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

AWCS means A W Control Systems Limited registered in Northern Ireland with company number NI065485;

Charges means the charges for the Equipment set out in the Order;

Contract means the Order and AWCS' acceptance of it in accordance with condition 3.3;

Customer means the person, firm or company who purchases Equipment from AWCS;

Delivery has the meaning given in condition 5.1 (and **Deliver** and **Delivered** shall be construed accordingly);

Delivery Location has the meaning given in condition 5.1;

Equipment means the equipment agreed in the Contract to be purchased by the Customer from AWCS (including any part or parts of it);

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and rights in domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Order means the Customer's order for the Equipment or the Customer's acceptance of the Quotation;

Payment Terms means the payment terms set out in the Order or, if none, within 30 days of the date of AWCS' invoice;

Quotation means the latest or most recent revision of AWCS' quotation or proposal for the Equipment;

Software means AWCS' proprietary software used to operate the Equipment;

Specification means the specification (including electrical drawings) for the Equipment agreed as part of the Contract;

Third Party Software means any third party software (including operating systems, firmware and drivers) with which the Software and/or Equipment interoperates at any time and whether procured directly by the Customer or through AWCS;

Third Party Software Update means any maintenance release, update, or upgrade of or to the Third Party Software (including security updates such as a Microsoft Windows update);

VAT means value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK or elsewhere.

1.2 In these conditions: (a) reference to a condition is to a condition of these conditions; and (b) headings shall not affect interpretation.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended or re-enacted, and shall include all subordinate legislation made under that statute or statutory provision.

1.8 A reference to **writing** or **written** includes email.

1.9 Any words following the terms **including** and **include** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall apply to and be incorporated into 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 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on AWCS unless agreed to in writing and signed by a duly authorised representative of AWCS.

3. BASIS OF SALE

3.1 The Quotation shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

3.2 Each Order shall be deemed to be an offer by the Customer subject to these conditions. The Customer shall ensure that the Order is complete and accurate.

3.3 A binding contract shall not come into existence between AWCS and the Customer unless and until AWCS issues a written Order acknowledgement to the Customer or AWCS starts to fulfil the Order (whichever occurs earlier).

3.4 AWCS may Deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

3.5 As and when the Contract becomes binding in accordance with condition 3.3, it may not be cancelled by the Customer, except with the prior agreement in writing of AWCS and provided that the Customer indemnifies AWCS in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by AWCS as a result of cancellation.

4. EQUIPMENT

4.1 The description and quantity of the Equipment shall be as set out in the Specification.

4.2 All samples, drawings, descriptive matter and advertising issued by AWCS, and any descriptions or illustrations contained in AWCS' marketing materials are issued or published for illustrative purposes only and they do not form part of the Contract.

4.3 Any typographical, clerical or other error or omission in any sales literature, Quotation, Specification, price list, acceptance of offer, invoice or other document or information issued by AWCS shall be subject to correction without any liability on the part of AWCS.

4.4 AWCS reserves the right (but does not assume the obligation) to make any changes to the Specification which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect its quality or performance.

4.5 AWCS' employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Equipment.

5. DELIVERY

5.1 In terms of delivery, the Equipment will either be delivered by AWCS to, or collected by the Customer from, the location specified in the Order (**Delivery Location**). Delivery will be deemed to have occurred on the completion of unloading (in the case of delivery by AWCS) or loading (in the case of collection by the Customer) of the Equipment at the Delivery Location (**Delivery**).

5.2 AWCS will use all reasonable endeavours to Deliver the Equipment on the dates specified in the Order, but such dates are approximate only. If no dates are so specified, Delivery shall be within a reasonable time of acceptance of the Order. Time is not of the essence as to the Delivery and AWCS is not in any circumstances liable for any delay in Delivery, however caused.

5.3 The Equipment may be Delivered by AWCS in advance of the dates specified in the Order on giving reasonable notice to the Customer.

5.4 Delivery shall occur during normal business hours (excluding bank or public holidays). AWCS may levy additional charges for any Delivery required outside such hours at the Customer's request.

5.5 Where AWCS is to Deliver, the Customer shall be responsible (at the Customer's cost) for preparing the Delivery Location for the Delivery and for the provision of all necessary access and facilities reasonably required to Deliver. If AWCS is prevented from carrying out Delivery because no such preparation has been carried out, AWCS may levy additional charges to recover its loss arising from this event.

6. CHARGES

6.1 All Charges are set out in the Order.

6.2 Unless expressly stated otherwise in the Order, all Charges are exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties. AWCS shall provide the Customer with a VAT invoice.

6.3 AWCS reserves the right, by giving notice to the Customer at any time before Delivery, to increase any of the Charges to reflect any increase in the cost to AWCS which is due to market conditions or any factor beyond the control of AWCS (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in Delivery dates, quantities or specifications for the Equipment which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give AWCS adequate information or instructions.

7. PAYMENT

7.1 AWCS will invoice the Customer, and the Customer will pay AWCS, the Charges in accordance with the Payment Terms.

7.2 Time for payment of the Charges shall be of the essence of the Contract.

7.3 If the Customer fails to make payment in full on the due date, without prejudice to any other right or remedy available to AWCS, AWCS shall be entitled to: (a) suspend any further deliveries of Equipment (whether ordered under the same contract or not) to the Customer; and/or (b) charge interest on the amount outstanding from the due date to the date of receipt by AWCS (whether or not after judgment), at the annual rate of 4% above the Bank of England's base rate from time to time, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.

7.4 All sums payable to AWCS under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 7.4 is without prejudice to any right to claim for interest under the law, or any right under the Contract.

7.5 AWCS may, without prejudice to any other rights it may have, set off any liability of the Customer to AWCS against any liability of AWCS to the Customer.

8. RISK & PROPERTY

8.1 The risk in the Equipment shall pass to the Customer upon Delivery.

8.2 Ownership of the Equipment shall pass to the Customer on the date upon which AWCS has received in full in cleared funds all of the Charges.

8.3 Until ownership of the Equipment has passed to the Customer under condition 8.2, the Customer shall: (a) hold the Equipment on a fiduciary basis as AWCS' bailee; (b) store the Equipment (at no cost to AWCS) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as AWCS' property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and (d) keep the Equipment insured on AWCS' behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of AWCS and hold the proceeds of such insurance on trust for AWCS and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

8.4 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 16 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to AWCS on the due date.

8.5 Until ownership of the Equipment is transferred to the Customer in accordance with condition 8.2, the Customer grants AWCS, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by AWCS in repossessing the Equipment shall be borne by the Customer.

8.6 On termination of the Contract for any reason, AWCS' (but not the Customer's) rights in this condition 8 shall remain in effect.

8.7 AWCS may appropriate payments by the Customer to such Equipment as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

9. SOFTWARE & THIRD PARTY SOFTWARE

9.1 In relation to the Software, the Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions: (a) the Customer shall not copy (except

to the extent permissible under applicable law which is not capable of exclusion by agreement or for normal operation of the Equipment), reproduce, translate, adapt, vary or modify the Software, nor communicate it to any third party, without AWCS' prior written consent; (b) the Customer shall not use the Software on any equipment other than the Equipment, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides; (c) such licence shall be terminable by either party on 28 days' written notice, provided that AWCS terminates only if the continued use or possession of the Software by the Customer infringes the developer's or a third party's rights, or AWCS is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract; and (d) on or before the expiry of this licence, the Customer shall return to AWCS all copies of the Software in its possession.

9.2 The Customer acknowledges and agrees that: (a) AWCS has no control over the content, release, timing, or performance impact of the Third Party Software or any Third Party Software Update and shall not be responsible for any disruption, incompatibility, degradation, or failure of systems arising from the installation or application of the Third Party Software or any Third Party Software Update; (b) unless expressly agreed otherwise in writing by AWCS, the Customer is solely responsible for: (i) the management, approval, scheduling, and implementation of the Third Party Software and any Third Party Software Update; and (ii) ensuring that the Third Party Software and any Third Party Software Update is appropriately tested and validated in a suitable non-production environment prior to deployment to live or operational systems; (c) AWCS shall not be liable for any loss, damage, costs, downtime, or consequential or indirect losses arising directly or indirectly from: (i) the installation or application of any Third Party Software Update; (ii) automatic, unattended, or scheduled Third Party Software Updates; (iii) incompatibility between any Third Party Software Updates and the Software or Equipment; or (iv) any failure, malfunction, or degradation of the Software or Software following any Third Party Software Update. In this regard, it is AWCS' strong recommendation that, in relation to Third Party Software Updates, automatic updates are disabled on critical control systems unless managed under a formal change control, update, and/or validation procedure.

9.3 Unless expressly agreed otherwise in writing by AWCS, any investigation, remediation, or support required of AWCS as a result of any Third Party Software Update shall be chargeable to and recoverable from the Customer.

10. EXPORT TERMS

10.1 Where the Equipment is supplied for export from the United Kingdom, the provisions of this condition 10 shall (subject to any contrary terms agreed in writing between the Customer and AWCS) override any other provision of these conditions.

10.2 The Customer shall be responsible for complying with any legislation governing: (a) the importation of the Equipment into the country of destination; and (b) the export and re-export of the Equipment, and any and all costs arising from or in connection with such compliance, including the payment of any and all import duties and/or export duties.

10.3 Unless otherwise agreed in writing between the Customer and AWCS, where AWCS is to Deliver, the Equipment shall be Delivered free on board the air or sea port of shipment and AWCS shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

10.4 Unless expressly stated otherwise in the Order, the Customer shall pay the price for the Equipment in pounds sterling.

11. WARRANTY

11.1 Where AWCS is not the manufacturer of any component of the Equipment (including the Third Party Software), AWCS shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer of that component to AWCS.

11.2 Other than any part to which condition 11.1 applies, AWCS warrants to the Customer that the Equipment is free from defect in its workmanship and materials. By way of sole and exclusive remedy, AWCS undertakes (subject to the remainder of this condition 11), at its option, to repair or replace any component of the Equipment (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within 12 months of the date of Delivery.

11.3 AWCS shall not in any circumstances be liable for a breach of the warranty contained in condition 11.2 unless: (a) the Customer gives written notice of the defect to AWCS within 7

days of the time when the Customer discovers or ought to have discovered the defect; and (b) after receiving the notice, AWCS is given a reasonable opportunity of examining the Equipment and the Customer (if asked to do so by AWCS) returns the Equipment to AWCS' place of business for the examination to take place there.

11.4 AWCS shall not in any circumstances be liable for a breach of the warranty in condition 11.2 if: (a) the Customer makes any use of the component in respect of which it has given written notice under condition 11.3; or (b) the defect arises because the Customer failed to follow AWCS' oral or written instructions as to the design, installation, programming, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or (c) the Customer alters or repairs the relevant component without the written consent of AWCS.

11.5 Any repaired or replacement component of the Equipment supplied by AWCS shall be under warranty for the unexpired portion of the warranty period specified under condition 11.2.

11.6 AWCS shall not in any circumstances be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.

12. REMEDIES

12.1 AWCS shall not in any circumstances be liable for late Delivery.

12.2 Any liability of AWCS for non-delivery of the Equipment shall in all circumstances be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Equipment.

12.3 If AWCS' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under condition 17), the Customer shall in all circumstances be liable to pay to AWCS all reasonable costs, charges or losses sustained by it as a result, subject to AWCS notifying the Customer in writing of any such claim it might have against the Customer in this respect.

12.4 In the event of any claim by the Customer under the warranty given in condition 11.2, the Customer shall notify AWCS in writing of the alleged defect. AWCS shall have the option of testing or inspecting the Equipment at its current location or moving it to AWCS' premises (or those of its agent or subcontractor) at the cost of AWCS. If the Customer's claim is subsequently found by AWCS to be outside the scope or duration of the warranty in condition 11, the costs of transportation of the Equipment, investigation and repair shall be borne by the Customer.

13. LIMITATION OF LIABILITY

13.1 The following provisions set out the entire financial liability of AWCS (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of: (a) any breach of the Contract however arising; and (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

13.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

13.3 Nothing in these conditions excludes or limits the liability of AWCS for: (a) death or personal injury caused by AWCS' negligence; or (b) fraud or fraudulent misrepresentation.

13.4 Subject to condition 13.2 and 13.3: (a) AWCS shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for: (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill or similar losses; or (iv) loss of anticipated savings; or (v) loss of goods; or (vi) loss of contract; or (vii) loss of use or production; or (viii) wasted expenditure; or (ix) loss or corruption of data or information; or (x) any special, indirect or consequential loss, costs, damages, charges or expenses; (b) AWCS' total liability in contract, tort (including negligence and breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to an amount equal to the Charges paid for the Equipment.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 If AWCS manufactures the Equipment, or applies any process to it, in accordance with a specification submitted or prepared by the Customer or any other information provided by the Customer, the Customer shall indemnify and keep indemnified AWCS against all losses, damages, costs, claims, demands, liabilities and expenses (including consequential losses,

loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by AWCS in connection with, or paid or agreed to be paid by AWCS in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from AWCS' use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of AWCS.

14.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of AWCS and its suppliers.

14.3 AWCS shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of AWCS.

14.4 AWCS' Intellectual Property Rights in and relating to the Equipment shall remain the exclusive property of AWCS, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

14.5 In relation to the Software: (a) nothing contained in these conditions shall be interpreted as an assignment of any Intellectual Property Rights in the Software or its user manuals; and (b) the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and its user manuals, and shall comply with all licence agreements, terms of use and registration requirements relating to them.

15. CONFIDENTIALITY

15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by condition 15.2.

15.2 Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract, provided that such party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition 15; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any 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.

15.4 This condition 15 shall survive termination or expiry of the Contract, however arising.

16. TERMINATION

16.1 Without prejudice to any other right or remedy available to AWCS, AWCS may terminate the Contract or suspend any further deliveries under the Contract immediately without liability to the Customer and, if the Equipment has been Delivered but not paid for, all Charges shall become immediately due and payable notwithstanding any previous Contract or arrangement to the contrary if: (a) the Customer is in material breach of any of the terms of the Contract and has failed to remedy such breach (if capable of remedy) within 14 days of receipt of written notice requiring it to do so; (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of applicable Insolvency legislation; (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (d) the Customer applies to court for, or obtains, a moratorium under applicable Insolvency legislation; (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company, partnership or limited liability partnership); (g) the holder of a qualifying floating charge over the assets of the Customer (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; (i) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process

is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; (j) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 16.1(b) to condition 16.1(i) (inclusive); (k) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or (l) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

16.2 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.

16.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of 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.

17. FORCE MAJEURE

AWCS shall not be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond the reasonable control of AWCS or its suppliers. If the period of delay or non-performance continues for 60 days, the party not affected may terminate the Contract by giving not less than 30 days' written notice to the affected party.

18. WAIVER

18.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS & REMEDIES

Except as expressly provided otherwise in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

20.1 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 the Contract.

20.2 If any provision or part-provision of the Contract is deemed deleted under condition 20.1, 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.

21. ENTIRE AGREEMENT

21.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that, in entering into the Contract, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

21.3 Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

21.4 Nothing in this condition shall limit or exclude any liability for fraud.

22. ASSIGNMENT & SUBCONTRACTING

22.1 Subject to condition 22.1, neither party shall at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior consent in writing of the other party (such consent not to be unreasonably withheld or delayed).

22.2 AWCS may at any time subcontract any of its rights and obligations under the Contract.

23. THIRD PARTY RIGHTS

No one other than a party to the Contract shall have any right to enforce any of its terms.

24. NOTICES

24.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to the address for each party set out in the Order (or an address substituted in writing by the party to be served).

24.2 Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, on the second business day after posting; and (c) if sent by email at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when normal business hours resume.

24.3 This condition 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.

25. GOVERNING LAW & JURISDICTION

25.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including disputes or claims) are governed by and interpreted in accordance with the law of Northern Ireland.

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