



DUKOSI GENERAL TERMS OF TRADE

1 STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS BY DUKOSI LIMITER (THE "SUPPLIER")

1.1 DEFINITIONS

Annual Volumes: means the annual volumes for the purchase of Goods by the Customer as detailed in the Quotation.

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: means the prices payable for the Goods together with any and all, as applicable, development costs, sample costs, shipping costs, packaging costs, handling costs and any other costs and charges, as detailed in the Quotation.

Commencement Date: the last date of execution of the Quotation by the Supplier and the Customer.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.4.

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

Customer: the person or firm who purchases the Goods from the Supplier as detailed in the Quotation.

Customer Default: has the meaning given in clause 5.2.

Delivery Location: means the location from which the Goods are made available to the Customer, as specified in the Quotation or as otherwise agreed in writing by the Supplier and the Customer (or if silent, the Supplier's premises as notified to the Customer from time to time).

Export Controls: means any and all applicable national and international trade regulations, export controls, economic sanction, embargoes, and other foreign trade regulations which may restrict or prohibit the sale, supply, export, delivery or re-export of goods or services ("restrictions"), including without limitation, all applicable restrictions of the United States (including but not limited to the Export Administration Regulations (EAR)), the International Traffic in Arms Regulations (ITAR), and the restrictions administered by the Office of Foreign Assets Control (OFAC)), the European Union and the United Nations.

Force Majeure Event: any act or event beyond a party's reasonable control including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

Goods: the goods (or any part of them) purchased by the Customer "as-is" in their standard, unaltered and unmodified form as detailed in the Quotation.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, 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: an order submitted by the Customer in accordance with these Conditions for the Goods as detailed in the Quotation.

Quotation: the offer by the Supplier to the Customer setting out detailed information on the Goods to be supplied including (but not limited to) the Charges, specific quantities, and any other rights and obligations upon the parties.

Restricted Goods means any Goods and Software subject to any Export Controls.

Return Material Authorisation: the process by which the Customer may return the Goods provided by the Supplier to the Customer in accordance with clause 6.

Software means the software licensed by the Supplier to the Customer under the Software Licence as set out in the Quotation.

Software Licence means the conditions for the licencing of the Software between the parties entered at the same time of this licence.

Supplier: Dukosi Limited (a company registered in Scotland with company number SC259887 and having its registered office at 3rd Floor Exchange Crescent No.1, 1-7 Conference Square, Edinburgh, Scotland, EH3 8RA).

Third Party IP: any Intellectual Property Rights owned by, licensed to, otherwise controlled by a third party.

Warranty Period: has the meaning given in clause 6.1.

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 personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written includes email.

2 BASIS OF CONTRACT

2.1 These Conditions together with the Software Licence and the Quotation form 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 An Order constitutes an offer by the Customer to purchase the Goods and the Software in accordance with these Conditions.

2.3 An order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order ("Order Confirmation"), at which point, the Supplier is contractually bound to supply the Goods and Software detailed in the Order.

2.4 No Order may be cancelled by the Customer after the Supplier issues the Order Confirmation without the prior written agreement of the Supplier and the Customer fully and effectively indemnifies the Supplier in full against all losses (including loss of profit and other financial losses), costs (including the cost of labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with the Contract.

2.6 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures 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.

2.7 The Supplier reserves the right to amend or withdraw any Quotation at any time prior to the Commencement Date.

3 GOODS

3.1 The Goods are detailed in the Quotation.

3.2 The Customer fully and effectively indemnifies 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 and 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 Third Party IP arising out of or in connection with the Customer's use of the Goods or the Supplier's use of any information provided by the Customer. This clause 3.2 shall survive termination of the Contract.

4 DELIVERY

4.1 Unless expressly otherwise stated in the Order Confirmation, delivery shall be made on an Ex Works (EXW) basis in accordance with Incoterms® 2020, meaning Delivery is completed by the Supplier once the Goods are made available for collection at the Delivery Location. The Customer shall be responsible for the uplift of Goods from the Delivery Location and for all costs, risks and export formalities from that point onward, including without limitation loading, transportation, and customs clearance in both the exporting and importing countries

4.2 The Customer hereby acknowledges and agrees that the delivery dates provided by the Supplier to the Customer and as detailed in the Order Confirmation are the dates on which the Supplier intends to dispatch the Goods from its warehouse to the Delivery Location. Any dates quoted for dispatch and/or delivery are approximate only and the time of dispatch and/or delivery is not of the essence. The Supplier shall not be liable for any delay in the dispatch and/or delivery of the Goods that is caused by availability of the Goods, a Force Majeure Event and/or the Customer's failure to provide the Supplier with any adequate instructions that are relevant to the supply of the Goods.

4.3 If the Supplier fails to deliver the Goods in accordance with this clause 4, its liability shall be limited to the reasonable cost and expense incurred by the Customer in obtaining equivalent replacement goods intended to be provided by the Supplier sourced by the Customer as a cost-effective and cost-similar equivalent. 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.

4.5 If the Customer fails to accept delivery of the Goods at the Delivery Location then, except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under this Contract in respect of the Goods, the Supplier shall use reasonable endeavours to arrange an alternative delivery date with the Customer and the Customer shall be liable for any additional re-delivery costs and storage costs. If the Customer does not accept the delivery within five (5) days from the re-delivery date, the Supplier may cancel the Order, retain any payments made by the Customer

and/or resell or otherwise dispose of part of or all of the Goods and claim all expenses and costs incurred by the Supplier in relation to the relevant Order from the Customer.

4.6 If the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.7 The Supplier may deliver the Goods in accordance with an Order by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.8 Goods shall only be returned if the Goods do not comply with the warranty as set out in clause 6.1.

5 CUSTOMER OBLIGATIONS

5.1 The Customer shall:

- (a) ensure that the terms of the Quotation and any applicable information submitted by the Customer are complete and accurate;
 - (b) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods and ensure that such information is complete and accurate in all material respects; and
 - (c) comply with any additional obligations as set out in the Quotation.
- 5.2 If the Supplier's performance of any of its obligations under this Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend the delivery of the Goods until the Customer remedies the Customer Default and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations set out in this clause 5.2; and
 - (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default

6 QUALITY

6.1 The Supplier warrants that on delivery, and for a period of twelve 12 months from the date of delivery ("Warranty Period"), the Goods shall:

- (a) conform in all material respects with their description; and
- (b) be free from material defects in design, material and workmanship at the time of delivery;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for the purpose held out by the Supplier.

6.2 The Customer is responsible for checking the Goods and for ensuring that all components are present and in working order within twenty-four (24) hours of delivery. If the Customer identifies that anything is missing or defective, the Customer must promptly contact the Supplier in writing so that the Supplier may investigate matters. Failure by the Customer to give notice to the Supplier of any missing or defective components of the Goods within twenty-four (24) hours of delivery will be deemed acceptance of the Goods by the Customer.

6.3 Subject to clause 6.4, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within thirty (30) days of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1; and
- (b) the Supplier is given the opportunity and ability and time to examine such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods (in its original packaging) to the Supplier's place of business at the Customer's cost with a Return Material Authorisation number obtained from the Supplier,

the Supplier shall, at its sole option, repair or replace the defective Goods. The supply of any new Goods under this Contract shall be on a like-for-like basis, or if applicable, as a replacement on a retrofit basis. The Customer may in some circumstances, as agreed by the Supplier in writing, receive credit for the defective Goods. For the avoidance of doubt, the Supplier shall in no circumstances be obliged to refund the price of the defective Goods in full.

6.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 6.3; or
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods including, but not limited to, any storage and/or other instructions listed on any packaging of the Goods or as detailed in the Quotation; or
- (c) the defect arises as a result of the Supplier following any instruction supplied by the Customer; or
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

6.5 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1

6.6 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.

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

7 TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer once the Supplier makes the Goods available for pickup by the Customer. The Customer shall be responsible for transport of the Goods from the location from which the Goods are made available.

7.2 Title to the Goods shall not pass to the Customer until 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.

7.3 Until title to the Goods has passed to the Customer, the Customer shall, where possible:

- (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 good 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 11.1(b) to clause 11.1(d) and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to the Goods and any other information as reasonably required by the Supplier.

8 CHARGES AND PAYMENT

8.1 In consideration of the provision of the Goods by the Supplier, the Customer shall pay the Charges in accordance with the Quotation. All Charges, subject to clause 8.3, quoted in the Quotation are valid for thirty (30) days.

8.2 The Supplier shall invoice the Customer for the Charges for the Goods at the intervals specified in the Quotation. If no intervals are specified, the Supplier shall invoice the Customer as soon as the Goods have been dispatched for delivery.

8.3 The Supplier may, by giving notice to the Customer at any time before delivery, increase the Charges for 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 manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; 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.

8.4 Subject to the demand of the Supplier for the Goods, the Customer accepts and acknowledges that the Supplier may, by giving notice to the Customer at any time before delivery, make commercially reasonable adjustments to the quantity of Goods ordered by the Customer.

8.5 The Charges:

- (a) shall be made in U.S. dollars (USD) and the Customer shall be responsible for all costs and expenses associated with the currency conversion from its local currency to U.S. dollars. The Supplier shall not be liable for fluctuations in exchange rates or conversion fees incurred by the Customer;
 - (b) where applicable, exclude amounts in respect of any applicable tax, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid tax invoice; and
 - (c) excludes the costs and charges of packaging, shipping and handling and any other costs which are not detailed in the Quotation or as separately agreed between the Supplier and the Customer in writing.
- 8.6 The Customer shall pay each invoice submitted by the Supplier:

- (a) Within thirty (30) days of the date of the invoice and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence under the Contract.

8.7 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 11, 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 8.7 will accrue each day at 8% a year above the Bank of Scotland's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. 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).

9 LIMITATION OF LIABILITY: YOUR ATTENTION IS DRAWN TO THIS CLAUSE 9.

9.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

9.2 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, delict (including negligence), misrepresentation, restitution or otherwise.

9.3 Nothing in the Contract limits any liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) any liability that legally cannot be limited.

9.4 Subject to clause 9.3, the Supplier's total aggregate liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the total price (which shall be no lower than the Charges) under each Order paid by the Customer to the Supplier for the Goods.

9.5 Subject to clause 9.3, 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.

9.6 This clause 9 shall survive termination of this Contract.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods supplied under or in connection with this Contract shall remain vested in and will vest in and will be the exclusive property of the Supplier. The Customer acknowledges and agrees that it has no rights in or to the Goods other than the right to use the Goods in accordance with the Contract and as set out in the Quotation.

10.2 Subject to these Conditions and full payment of the Charges, the Supplier hereby grants to the Customer a limited, non-exclusive, non-transferable, revocable licence to use the Goods for the term of the relevant Quotation and solely for the purpose set out in the Quotation and in accordance with the terms of the Contract. The Customer shall not reproduce, modify, sublicense, loan, translate, merge, vary or create derivative works based on the Goods or any related Intellectual Property Rights without the prior written consent of the Supplier.

10.3 The Customer shall not, without the prior written consent of the Supplier, include, use and/or embed any Third Party IP in the Goods.

10.4 The Supplier does not warrant or give any assurance to the Customer that the Goods supplied under or in connection with the Contract do not infringe Third Party IP.

11 TERMINATION

11.1 Without limiting its other rights or remedies, the Supplier may terminate the 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 fourteen [(14)] days of that party 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 in the reasonable opinion of the Supplier that its ability to give effect to the terms of the Contract is in jeopardy.

11.2 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 11.1(b) to clause 11.1(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.

11.3 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.

11.4 This Contract shall automatically terminate in the event that the Software Licence terminates for any reason.

11.5 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.

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

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

12 FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving written notice to the affected party.

13 EXPORT CONTROL

13.1 The Goods and/or Software purchased by the Customer may be subject to Export Controls.

13.2 The Customer hereby represents and warrants:

- (a) that it is not sanctioned, or sanction listed under applicable Export Controls, nor directly or indirectly acting for, owned or controlled by, or benefiting persons or entities (individually or in the aggregate) sanctioned or listed, and does not directly or indirectly participate in any business, ventures, or financial transactions in areas where Supplier distribution is restricted or prohibited due to Export Controls, nor maintain places of business or real property interests in such areas;
- (b) that it and its principals do not directly or indirectly maintain any places of business, nor have ownership interests in any real estate in areas which may be subject to applicable Export Controls and that there is no participation in any business, financial transactions or joint ventures in those areas;
- (c) that it will stay informed and will fully comply with all applicable Export Controls and changes thereto;
- (d) that it will neither directly nor indirectly sell, distribute, export, re-export, supply or transfer or otherwise make available any Restricted Goods (including their components or derivatives) for any destination, person, entity or end usage prohibited or restricted under applicable Export Controls and shall not otherwise violate Export Controls, even if the Customer is not responsible for import, distribution, or use of the Restricted Goods;
- (e) that it will incorporate restrictions the same or similar to those in this clause 13 into any applicable sales or delivery documentation relating to the Restricted Goods or any component thereof; and
- (f) that it will at all times provide the Supplier with all necessary information and documentation to comply fully with Export Controls and related demands from auditors or regulatory authorities including, but not limited to, accurate and complete end user and / or usage information and certificates;
- (g) without limitation to (a) to (f) above, that the Goods and/or Software are not intended for transfer to, end-use by, or benefit of (i) Russia, Belarus, Cuba, Iran, North Korea, Syria, Crimea; (ii) activities involving nuclear proliferation, chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; (iii) any military end-use, military end-user, military intelligence end-use or military-intelligence end-user in China, Russia, Venezuela and/or Myanmar; (iv) Huawei Technologies Co. Ltd. or any of its affiliates as described under Section 734.9(e) of the U.S. Export Administration Regulations; or (v) any product intended for any Russian or Belarus.

13.3 Any violation of this clause 13 constitutes a material breach of the Contract. Without prejudice to other rights or remedies the parties may have under statute or in law, the Supplier may terminate the Contract or any Order made hereunder and immediately without penalty, reject orders, halt delivery, recall Restricted Goods and / or report the breach to all relevant

authorities. The Customer fully and effectively indemnifies the Supplier for any Losses it may or does incur as a result of any breach of this clause 13.

13.4 Supplier expressly reserves the right to withdraw from and/or cancel any order, sale, delivery, service, support, or other agreement to distribute, if due to Export Controls distribution is prevented, made impossible, economically impractical (e.g.: unusual or disproportionate associated risks or costs), risks access to financial accounts or institutions, or subjects Supplier to undue reputational risks. Such decision is within Supplier's sole discretion and Supplier disclaims any liability for such withdrawal.

13.5 The Restricted Goods may be subject to additional restrictions as notified by Supplier from time to time. Without limitation to the generality of the foregoing sentence, the Supplier reserves the right, by written notice to the Customer, to amend this clause 13 at its discretion if required by law or the requirements of any regulatory authority of competent jurisdiction or to comply with contractual obligations and/or restrictions of the Supplier to third parties.

13.6 This clause 13 shall survive termination of the Contract.

14 GENERAL

14.1 Assignment.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, 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, mortgage, charge, subcontract, delegate, 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.

14.2 Confidentiality.

(a) Where parties have entered into a non-disclosure agreement, the foregoing is subject to any additional terms set out in any such non-disclosure agreement entered into between the parties that remains in effect.

(b) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the Goods and/or the business, affairs, customers, clients, or suppliers of the other party, except as permitted by clause 13.2(c).

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

(i) 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 the Contract. Each 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 clause 13.2 and any other additional terms in accordance with clause 13.2(a) and 13.2(b) above; and

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

(d) 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.

(e) This clause 13.2 shall survive termination of this Contract, however arising.

14.3 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

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

14.5 Waiver.

(a) 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.

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

14.6 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 the Contract. If any provision of the Contract is deemed deleted under this clause 13.6, 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.

14.7 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) 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
- (ii) sent by email to the email addresses outlined in the Quotation.

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

- (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (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.

14.8 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under The Contract (Third-Party Rights) Scotland Act 2017 to enforce any term of the Contract.

14.9 Governing law. 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 governed by and construed in accordance with the law of Scotland.

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