

GENERAL CONDITIONS

1. INTERPRETATION

- 1.1. "Airbus Defence and Space" means Airbus Defence and Space Limited a company incorporated and registered in England and Wales with company number 02449259 whose registered office is at Gunnels Wood Road, Stevenage, Hertfordshire. SG1 2AS.
- 1.2. "Agreement" means the agreement for the supply of the Products and Services as defined in Clause 6.1.
- 1.3. "Agreement Wrapper" means the document (if any) cross-referencing the documents which comprise the Agreement.
- 1.4. "Background Intellectual Property" means the Intellectual Property: (a) owned or controlled by a Party prior to the Commencement Date; (b) generated or acquired by a Party at any time from the Commencement Date until the completion of the subject matter of the Agreement independently from the performance of the Agreement; or (c) licensed to a Party by third parties prior to the Commencement Date, and which is required for the full and proper performance of the Agreement and/or which is necessary to give effect to any licences granted under the Agreement.
- 1.5. "Commencement Date" means the earlier of the date that the Products are first supplied or the date that the Services are first performed.
- 1.6. "Customer" means the legal entity that purchases the Products and Services from Airbus Defence and Space.
- 1.7. "Data" means the data as described in the Agreement.
- 1.8. "End User Licence Agreement" means any End User Licence Agreement applicable to the Products supplied with these General Conditions, or the Special Conditions, or the Proposal.
- 1.9. "General Conditions" means these terms of business.
- 1.10. "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and the term "Intellectual Property" shall be construed accordingly.
- 1.11. "Know-how" means any non-patented technical or practical information, resulting from experience (including without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, report and submissions), which is not in the public domain, substantial and identified or identifiable.
- 1.12. "Party" means either Airbus Defence and Space or the Customer and the word "Parties" shall be construed accordingly.
- 1.13. "Price" means the price for the Products and the charge for the Services as set out in the Agreement.
- 1.14. "Products" means the products set out in the Agreement to be supplied to the Customer by Airbus Defence and Space, whether tangible or intangible.
- 1.15. "Services" means the services (if any) set out in the Agreement to be provided to the Customer by Airbus Defence and Space.
- 1.16. "Site" means the site to which Airbus Defence and Space delivers or supplies any Products and Services.
- 1.17. "Software" means the software as described in the Agreement.
- 1.18. "Special Conditions" means the special conditions (if any) annexed to these General Conditions.
- 1.19. "Working Day" means Monday to Friday 9.00 a.m. to 5.00 p.m. excluding public holidays in England and Wales.
- 1.20. Headings used in the General Conditions and the Special Conditions are for the purpose of information only and shall not be construed as forming part of either the General Conditions or the Special Conditions.

2. PRICE

- 2.1. The Price for the Products and Services shall be as set out in the Agreement.
- 2.2. The Price shall be exclusive of:
 - 2.2.1. VAT and other applicable taxes and duties (which shall be paid to Airbus Defence and Space by the Customer in the manner and at the rate prescribed by law); and
 - 2.2.2. delivery, packaging, packing, shipping, carriage, insurance, travel, hotel and subsistence costs, cost of materials and external services (which may be charged to the Customer at cost unless the Agreement provides otherwise).

3. PAYMENT

- 3.1. Payment for the Products and Services is due within 30 days commencing on the date of issue of the relevant invoice by Airbus Defence and Space to the Customer, unless otherwise specified in the Agreement.
- 3.2. If the Customer fails to make any payment on or before the due date or Airbus Defence and Space has reasonable grounds to consider that the Customer will not pay when payments become due and notifies the Customer in writing of such grounds, without prejudice to any other right or remedy available to Airbus

Defence and Space, the whole of the Price shall fall due and payable without demand and Airbus Defence and Space shall have the right:

- 3.2.1. without prejudice to its other rights and remedies to terminate the Agreement in accordance with Clause 14;
- 3.2.2. to deduct from, or set-off against any monies due to the Customer any sums owed by the Customer to Airbus Defence and Space;
- 3.2.3. to charge the Customer interest on the unpaid amount (before and after judgment) at a daily rate equal to 4 per centum per annum above the base lending rate from time to time of National Westminster Bank plc, from the due date for payment until the date that payment is received in cleared funds.

4. PERSONNEL

- 4.1. Airbus Defence and Space and the Customer shall each procure that their respective personnel comply with such rules and regulations as are notified to them for the conduct of personnel when present on the premises of the other Party.
- 4.2. The Customer shall not, without the prior written consent of Airbus Defence and Space, approach or contact, with the intention of employing, engaging or retaining, any employee of Airbus Defence and Space engaged on or connected with the Products and Services to be provided under the Agreement. This restriction shall apply during the term of and for one year following the expiry or sooner termination of the Agreement.

5. CUSTOMER'S OBLIGATIONS

- 5.1. The Customer acknowledges and agrees that the successful and timely performance by Airbus Defence and Space of its obligations under the Agreement depends on the Customer's prompt and proper performance of its obligations under the Agreement.
- 5.2. The Customer shall notify Airbus Defence and Space forthwith of the name of the person(s) who will act as the Customer representative for the purposes of the Agreement and of any change in the identity of such person(s).
- 5.3. The person(s) notified as Customer representative shall:
 - 5.3.1. be authorised to make binding decisions for and on behalf of the Customer with regard to the Agreement; and
 - 5.3.2. provide Airbus Defence and Space with all information concerning the Customer's operations and activities which may be required by Airbus Defence and Space for the performance of its obligations under the Agreement.
- 5.4. The Customer agrees that Airbus Defence and Space shall not be liable for and shall not be required under any circumstances (although in its absolute discretion it may agree to do so at an additional charge) to diagnose or rectify any defect arising from:
 - 5.4.1. the improper use, operation or neglect of Products;
 - 5.4.2. any alteration, modification to or maintenance of Products by any person other than Airbus Defence and Space without Airbus Defence and Space's prior written consent;
 - 5.4.3. the failure to maintain a suitable environment for Products;
 - 5.4.4. the transportation or relocation of Products unless this has been performed by or under the direction of Airbus Defence and Space;
 - 5.4.5. an Event of Force Majeure as defined in Clause 15, accident or wilful misconduct affecting the Products or Services;
 - 5.4.6. the Customer's failure, inability or refusal to give Airbus Defence and Space such access to the Products as Airbus Defence and Space requires;
 - 5.4.7. the failure by the Customer to implement recommendations in respect of the Products and Services as advised by Airbus Defence and Space; and
 - 5.4.8. any breach by the Customer of any of its obligations under the Agreement.
- 5.5. The Customer agrees:
 - 5.5.1. to provide Airbus Defence and Space's representatives, employees, agents or sub-contractors with such office accommodation, facilities and access to the Site or any data or information of the Customer as may be reasonably necessary to carry out Airbus Defence and Space's obligations under the Agreement;
 - 5.5.2. that Airbus Defence and Space shall not be required to make a backup of any data owned by the Customer prior to commencement of any work performed by Airbus Defence and Space and the Customer accepts that Airbus Defence and Space shall not be liable for any loss of such data; and
 - 5.5.3. to comply with reasonable requests of Airbus Defence and Space.
- 5.6. The Customer and Airbus Defence and Space shall each duly observe and perform their respective obligations under the General Data Protection Regulation (Regulation EU 2016/679) meaning the Regulation of the European Parliament and of the Council on the protection of natural persons and on the free movement of such data, along with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related or equivalent domestic legislation, as updated from time to time .

- 5.7. The Customer shall indemnify and keep Airbus Defence and Space indemnified against all losses, claims, liabilities, damages and demands suffered and all costs and expenses incurred in any way, whether direct or indirect, arising from the Customer's breach of the Agreement.

6. BASIS OF CONTRACT

- 6.1. The Agreement shall be on the terms referred to in these General Conditions and other documents incorporated by reference to the exclusion of any other terms and conditions that the Customer purports to impose or incorporate, or which are implied by custom, trade practice or course of dealing. Upon receipt of a request for a quotation for any Products and Services, Airbus Defence and Space shall send a proposal to the Customer containing the technical product information and the Price ('Proposal'). The General Conditions, the Special Conditions, the Proposal and the Customer's acceptance of the Proposal (excluding any Customer terms of business) shall collectively form the Agreement.
- 6.2. In providing the Services, Airbus Defence and Space shall exercise reasonable skill and care.
- 6.3. Save as expressly provided for in the Agreement all warranties, conditions and undertakings express or implied, statutory or otherwise in respect of the Products and Services are excluded to the maximum extent permitted by law.
- 6.4. All delivery dates for Products and times for the performance of Services are indicative only. Time for delivery and performance shall not be of the essence of the Agreement.
- 6.5. Each delivery of Products or supply of Services under the Agreement shall be deemed to constitute a separate enforceable contract to which the General Conditions and the Special Conditions shall apply.
- 6.6. Airbus Defence and Space may make and the Customer shall accept partial deliveries of Products, provided that such partial deliveries amount to 10 per centum or more of the Products.

7. INSTALLATION

Following installation of any Products by Airbus Defence and Space, Airbus Defence and Space will run such commissioning tests as it considers necessary to ensure that the Products are installed correctly. Unless agreed otherwise by both Parties in writing, upon the earliest of: (i) the date of successful completion of these tests; (ii) the expiry of 14 days following the date of delivery of the Products without the Customer notifying Airbus Defence and Space in writing within such 14 day period of the failure of any tests; and (iii) the date when the Customer first uses the Products, the Customer shall be deemed to have accepted the Products with effect from such date.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All Intellectual Property Rights in the Products, Services, works, ideas, data, information, Know-how and material embodying or giving expression thereto (collectively "Works") supplied under the Agreement or generated under the Agreement, regardless of the Party generating the Intellectual Property shall be vested in and wholly owned by Airbus Defence and Space or its licensors, as applicable. If the Customer acquires any Intellectual Property Rights which are inconsistent with this Clause 8.1 it shall assign all such right title and interest in the same to Airbus Defence and Space, or otherwise as Airbus Defence and Space shall direct, free of all encumbrances and third party rights.
- 8.2. To the extent that any Works submitted or disclosed by Airbus Defence and Space to the Customer constitute a pre-existing proprietary item of Airbus Defence and Space or a third party, title thereto and all Intellectual Property Rights therein shall remain vested in Airbus Defence and Space or such third party (as the case may be) unless expressly stated otherwise in the Agreement.

9. SOFTWARE AND DATA

- 9.1. Notwithstanding any statutory rights or any representations made other than as set out in the Agreement the Customer agrees that all Intellectual Property Rights in or relating to the Software and all related documentation supplied to the Customer under the Agreement shall remain vested in or wholly owned by Airbus Defence and Space or its licensors.
- 9.2. The Customer shall not assign, sub-licence, dispose of or grant rights over the Software.
- 9.3. No part of the Software may be copied, reproduced, translated, de-compiled, disassembled, reverse engineered or modified in any form by any means or merged with other data, programs or systems without the prior written approval of Airbus Defence and Space. The Customer shall not create derivative works of the Software.
- 9.4. The Customer shall not attempt to identify or list the source codes or source program relating to the Software.
- 9.5. The Customer shall enter into such licences of the Software as Airbus Defence and Space may require and the rights of the Customer to use and reproduce the Software are as set out in the End User Licence Agreement.
- 9.6. If Airbus Defence and Space supplies Software or Data owned by a third party to the Customer, the Customer agrees:
- 9.6.1. to comply with any third party terms or conditions notified to it in relation to any licence supplied by the third party ("Third Party Licence").
 - 9.6.2. to indemnify Airbus Defence and Space and keep it indemnified against all losses, claims, liabilities, damages and demands suffered and all costs and expenses incurred in any way connected with a breach by the Customer of any Third Party Licence; and

- 9.6.3. Airbus Defence and Space shall not be responsible for the actions or default of any other party (or its representative) to a Third Party Licence.

10. RETURNS

- 10.1. Airbus Defence and Space shall replace any hardware or Software which Airbus Defence and Space has supplied to the Customer and which Airbus Defence and Space acting reasonably determines to be defective upon its return, provided that it is returned to Airbus Defence and Space within 14 days commencing on the day Airbus Defence and Space delivers the hardware, or Software to the Customer.
- 10.2. Subject to Clause 10.1, and insofar as permissible by law no replacement or refund shall be given by Airbus Defence and Space after a Product has been delivered to the Customer.
- 10.3. If Airbus Defence and Space agrees to a return, it shall only be made if the Customer first obtains a valid returns authorisation number from Airbus Defence and Space. Returns shall be made to Airbus Defence and Space's premises at the Customer's risk and in good condition carriage paid (if any) by Airbus Defence and Space.

11. REQUESTS FOR CHANGES TO TIMETABLE

- 11.1. Either Party may request upon reasonable notice to the other Party, before the expected date of completion of the Works that a change be made to any agreed timetable for delivery of the Products or performance of the Services. Each Party shall have the right to reject any such change requested by the other Party but shall not exercise such right unreasonably.
- If the Parties agree to implement a change request, the details of such change shall be documented in a change control note and signed by the Parties. Such change control note shall contain details of the change, the agreed date of implementation, and any revision to the Price, timetable of Works and other relevant terms. If the Customer causes delay to Airbus Defence and Space in the provision of Services, Airbus Defence and Space reserves the right to implement a rescheduling charge per Working Day, taking into account the total cost of the Services, any delay in payment and the time and resources expended in rescheduling.

12. CONFIDENTIALITY AND PUBLICITY

- 12.1. "Confidential Information" means any document, material, idea, or data or other information that relates to either Party's research and development, trade secrets or business affairs or which is marked as confidential and disclosed in connection with the Agreement or as a result of discussions leading up to it. Confidential Information does not however include any such document, material, idea, data, or other information that:
- 12.1.1. is known to the receiving Party, under no obligation of confidence, at the time of disclosure by the disclosing Party; or
 - 12.1.2. is or becomes publicly known through no wrongful act of the receiving Party; or
 - 12.1.3. is lawfully obtained by the receiving Party from a third Party who in making such disclosure breaches no obligation of confidence to the disclosing Party; or
 - 12.1.4. is independently developed by the receiving Party.
- 12.2. Each Party undertakes at all times to hold in confidence, to use only for the purposes of the Agreement and not to publish or otherwise disclose to any third party, the Confidential Information save as may be required by law. Notwithstanding any other provision of the Agreement, if the Customer is a public authority and if disclosure of Confidential Information is required pursuant to the Freedom of Information Act 2000, the Customer may disclose such Confidential Information, subject to consulting with Airbus Defence and Space concerning any applicable exemptions prior to such disclosure and taking into account Airbus Defence and Space's representations in this regard.
- 12.3. Each Party shall procure that its personnel having access to any Confidential Information shall be subject to the same obligations as it. The Customer agrees that nothing in the Agreement shall prevent or restrict Airbus Defence and Space from disclosing or using in the course of its business any technical knowledge, skills or expertise of a generic nature acquired by Airbus Defence and Space in the performance of the Agreement.
- 12.4. Airbus Defence and Space reserves the right to refer to the Customer in Airbus Defence and Space's publicity materials as being a customer of Airbus Defence and Space. The Customer shall not publicise details of Airbus Defence and Space' work under the Agreement without the prior written consent of Airbus Defence and Space.

13. LIMITATION OF LIABILITY

- 13.1. Nothing in the Agreement shall limit or exclude Airbus Defence and Space's liability for:
- death or personal injury caused by its negligence;
 - fraud or fraudulent misrepresentation;
 - any liability which by law it is not permissible to limit or exclude.
- 13.2. Subject to Clause 13.1:
- Airbus Defence and Space shall not have any liability to the Customer for any loss of business, loss of revenue, loss of software or data, loss of profits, loss of contracts, loss of anticipated savings, damage to reputation, loss of use, costs of procurement of substitute services or any indirect, special, incidental,

punitive or consequential damages, howsoever caused, whether in contract, tort or under any theory of liability and whether or not the Customer has been advised of the possibility of such damage. Airbus Defence and Space's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.

- 13.3. Unless expressly agreed in writing by Airbus Defence and Space all descriptions, specifications and project plans are approximate only and Airbus Defence and Space shall have no liability in respect of any non-material deviation from such descriptions, specifications or project plans. The Customer confirms that it has satisfied itself as to the content of such descriptions, specifications or project plans.

14. TERMINATION

- 14.1. No lawful termination of the Agreement shall prejudice any other rights or remedies to which a Party may be entitled or any accrued rights or liabilities of either Party or the continuance in force of any provision of the General Conditions or Special Conditions which is expressly or by implication intended to continue in force on or after such termination including, but not limited to Clauses 4.2, 5.6, 5.7, 6.3, 6.4, 7, 8, 9, 12, 13, 14, 16, 17, 24, 25, and 26.
- 14.2. Either Party may terminate the Agreement forthwith by written notice to the other Party if such other Party:
- 14.2.1. commits a material breach of any of its obligations under the Agreement and if such breach is capable of remedy does not remedy such breach within 30 days' notice from the non-defaulting Party to do so; or
 - 14.2.2. commits a material breach of any of its obligations under the Agreement and such breach is incapable of remedy; or
 - 14.2.3. becomes bankrupt or enters into liquidation (other than for reconstruction or amalgamation) or has a receiver appointed over its assets or any part thereof or an administration order is served upon it.
- 14.3. If the Agreement is terminated by Airbus Defence and Space pursuant to Clause 14.2 no refund of the Price (or part thereof) shall be due to the Customer, and such termination shall not prejudice the other rights or remedies of Airbus Defence and Space under the Agreement.
- 14.4. Airbus Defence and Space may terminate the Agreement for convenience at any time, without any liability on its part by giving the Customer a minimum of one month's prior written notice, the Agreement to terminate on the date specified in the notice. In such circumstances, Airbus Defence and Space shall be entitled to retain any payments made by the Customer prior to the date of termination and to claim any outstanding payments from the Customer that are attributable to a period up to and including the date of termination. No further payments shall be due from the Customer that are wholly attributable to a period following the date of termination.

15. FORCE MAJEURE

- 15.1. Neither Party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, flood, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, failures of suppliers, delays in deliveries to Airbus Defence and Space, telecommunication failures, or requirements or regulations of any civil or military authority (an "Event of Force Majeure").
- 15.2. Each of the Parties hereto agrees to give written notice containing relevant details to the other as soon as practicable upon becoming aware of an Event of Force Majeure and the other Party shall grant a reasonable extension for the performance of the relevant obligations of the Party so affected.
- 15.3. If Airbus Defence and Space shall have been prevented from fulfilling its obligations due to an Event of Force Majeure for more than ninety (90) days then it shall be entitled to terminate the Agreement upon service of written notice upon the Customer, such termination to take effect on the date specified in the notice, without any liability in respect of the termination. The Customer shall nevertheless be liable to pay to Airbus Defence and Space all sums due up to the date of termination.

16. ANTI-BRIBERY AND CORRUPTION

- 16.1. Each Party shall:-
- 16.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements');
 - 16.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 16.1.3. have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 16.1.4. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this agreement;
 - 16.1.5. immediately notify the other Party in writing if a foreign public official becomes one of its officers or employees and each Party warrants that it has no foreign public officials as officers or employees at the date of this agreement;

- 16.2. Each Party shall provide such supporting evidence of compliance as the other Party may reasonably request.
- 16.3. Each Party shall ensure that any person associated with it who is performing services in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on it in this Clause 16 (Relevant Terms). Each Party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Terms.
- 16.4. Breach of this Clause 16 by a Party shall be deemed a material breach of the Agreement and give rise to termination as provided in Clause 14 of the Agreement.
- 16.5. For the purpose of this Clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

17. RISK AND TITLE

Risk in any Products shall pass to the Customer upon delivery. If title in any such Products is intended to pass to the Customer, owing to an express term contained in the Agreement, it shall not do so until payment in full has been received by Airbus Defence and Space in respect of all Products and Services. Until Airbus Defence and Space has been paid in full for all Products and Services the Products shall remain the property of Airbus Defence and Space and the Customer shall act as its bailee and shall have a duty to store the Products separately from all other goods and shall identify the Products as belonging to Airbus Defence and Space.

18. WAIVER

The waiver by either Party of a breach or default of any of the provisions of the Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have under the Agreement operate as a waiver of any such breach or default by the other Party.

19. NOTICES

Any notice, request, instruction or other document to be given under the Agreement shall be delivered or sent by first class post or by fax (such fax notice to be confirmed by letter posted immediately) to the address of the other Party set out in the Agreement (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by fax) upon the expiration of 24 hours after dispatch.

20. INVALIDITY AND SEVERABILITY

If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the other provisions of the Agreement shall not be affected and shall remain in full force and effect. The Parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the Agreement.

21. SUCCESSORS

Subject to Clause 22, the Agreement shall be binding upon and endure for the benefit of the successors in title of each of the Parties.

22. ASSIGNMENT AND SUB-LICENSING

- 22.1. The Customer shall not be entitled to assign the Agreement or sub-license the use (in whole or in part) of any Products licensed to it under the Agreement without the prior written consent of Airbus Defence and Space.
- 22.2. Airbus Defence and Space may, assign or sub-contract the performance of any of its obligations under the Agreement to third parties without the Customer's consent, provided however that in respect of any such assignment or subcontract, Airbus Defence and Space shall retain its contractual responsibility to the Customer in accordance with, and subject to the limitations set out in the Agreement. Airbus Defence and Space shall advise the Customer of any assignment or subcontracting as soon as reasonably practicable.

23. GOVERNMENT REQUIREMENTS

The Parties shall be responsible for complying with all applicable national and international laws and regulations, including laws and regulations applicable to import, export, re-export, and transfer/re-transfer. The Customer is advised that the Products may be subject to government export regulations. Accordingly the Customer warrants that any Products will not be exported from the UK unless prior approval in writing has been obtained from all regulatory authorities at the Customer's own expense. The Customer hereby undertakes to indemnify Airbus Defence and Space against any claims, losses, damages or expenses incurred by Airbus Defence and Space as a result of any breach by the Customer of this Clause 23.

24. THIRD PARTIES

Save as otherwise may be stated in the Agreement, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is otherwise available pursuant to that Act.

25. GENERAL

The Agreement constitutes the entire agreement between the Parties. Each Party confirms that it has not relied upon any representation statement or undertaking not recorded in the Agreement as an inducement to enter into it. No variation of the Agreement will be valid unless confirmed in writing by an authorised signatory of each of the Parties.

If there is any conflict or inconsistency between terms contained in the Agreement, the following order of precedence shall prevail:

End User Licence Agreement;

Special Conditions;

Agreement Wrapper;

Proposal;

The Customer's acceptance of the Proposal; and

General Conditions.

26. DISPUTE RESOLUTION, LAW AND JURISDICTION

In the event of any dispute arising between the Parties in connection with this Agreement, the Parties shall attempt to resolve such dispute in good faith without recourse to legal proceedings. This Clause shall in no way waive any rights and/or remedies that the Parties may have under this Agreement and/or under law or equity. If the Parties are unable to resolve such dispute within twenty-one (21) calendar days of initial discussions between the Parties taking place, either Party may request the other in writing that the matter be referred to senior representatives of the Parties with authority to settle the dispute, who shall attempt to resolve the dispute within twenty one (21) calendar days of the written request to do so.

The Agreement shall be governed by and construed in accordance with English law. The Parties hereby agree to submit to the jurisdiction of the English courts.