

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

LEGAL DISCLAIMER

DNA Workplace provide indicative screening for both the active COVID-19 virus via Antigen/PCR (present infection of COVID-19) and COVID-19 antibodies (past infection to COVID 19).

Antigen testing can be carried out at point of care through the use of a Rapid Screening test and PCR testing is offered as a back to laboratory testing service.

Antibody testing can be carried out at point of care through the use of a Rapid Screening test or with the test sample being sent back to a laboratory for testing.

Who Has COVID-19 - Rapid Antigen and back to Lab PCR Testing

The Rapid COVID-19 Antigen Screening Kit is intended for the indicative (not conclusive) detection of a present infection of COVID-19. It is a screening device and should be used a part of an overall COVID-19 testing program. It is designed for professional use.

The Back to Lab PCR Test is indicative (not conclusive) as to whether a person currently has COVID-19. As such, while the test is believed to be an effective indicator of infection, no assurance can be given as to its accuracy.

A positive PCR test confirms present infection. A negative Antigen or PCR result does not exclude current infection and should be repeated inline with instructions provided and government guidelines.

Who has had COVID-19 - Antibody testing

The Rapid COVID-19 IgM/IgG Screening Kit and the Back to Lab Antibody Testing Kit are intended for the detection of antibodies related to COVID-19. They are not intended for, nor should they be used for, testing whether a person has COVID-19. In addition, in the case of the Rapid COVID-19 IgM/IgG Screening Testing Kit, this is for professional use only as advised by the Medicines and Healthcare products Regulatory Agency

The antibody tests look at both IgM and IgG antibodies. By determining if a person has such antibodies, the tests are indicative (not conclusive) as to whether a person currently has COVID-19 or has had it in the past. As such, while the tests are believed to be an effective indicator of past infection, no assurance can be given as to their accuracy.

A positive test for antibodies confirms antibodies are detected. A negative result does not exclude the presence of antibodies and should be repeated in line with the instructions provided.

Generally

Regardless of the test results and even if the test detects antigens, the virus or antibodies related to COVID-19, all individuals subjected to the test should strictly follow government guidelines regarding hygiene, self-isolation and other measures.

The accuracy of the results for antibody and antigen/PCR testing depends on when and how the person takes the sample. For rapid antibody testing it is advised that that the test is carried out at least 14 days after the symptoms have appeared and for back to lab antibody testing it is advised that the test is carried out at least 21 days after the symptoms have appeared. For antigen/PCR testing it is essential to collect the sample within the first 5 days of symptoms and ideally by the third day. In all cases it is very important that the samples carried out correctly. Failure to carry out the sampling correctly can result in a failed or invalid test.

Courier & Postal Services

Courier firms used and the postal service are independent and delays with couriers and the postal services do occur for a variety of reasons. DNA Workplace will carry out its best endeavours to mitigate the effect of any courier delays however take no liability for the consequence of the delays or any postal issues including lost of missing testing kits.

SUPPLY AGREEMENT

Parties

1. DNA Workplace Ltd (company number 11036947) whose registered office is at Unit G1, Frome Business Park, Manor Road, Marston Trading Estate, Frome, BA11 4FN (Supplier)
2. The company/person named under the billing/contact on the quote/invoice when placing an order and the person who will be using the products and services.

Agreed terms

1. Interpretation

1.1 Definitions:

Back to Lab Testing Kits: Back to PCR Testing Kits and Back to Lab Antibody Testing Kits.

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

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Product in accordance with these Terms and the "Legal Disclaimer" above.

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

Delivery Date: the date specified for delivery of an Order in accordance with clause 2.4.

Delivery Location: the address or addresses for delivery of the Product as set out in an Order.

MHRA: Medicines and Health Care Products Regulatory Agency.

Order: an order for the Product submitted by the Customer in accordance with clause 2.

Product(s): Rapid COVID-19 IgM and/or IgG Screening Testing Kits, Rapid Antigen (Ag) Testing Kits, Back to Lab PCR Testing Kits and Back to Lab Antibody Testing Kits together with any other products from time to time offered for supply.

Nominated Laboratory: the laboratory nominated by the Supplier to receive test samples (as notified to the Customer in accordance with clause 4.1(c)).

Price: the price for the Product and (where applicable) Services as set out in an Order.

Services: the services supplied by the Supplier to the Customer as set out in clause 8.

Terms: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

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 statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (c) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (d) a reference to **writing** or **written** includes emails unless otherwise provided.

2. Basis of contract

- 2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 Orders shall be given in writing using the Supplier's purchase order form. Each Order shall be deemed to be a separate offer by the Customer to purchase the Product in accordance with these Terms and any quotation for the Product given by the Supplier shall not constitute an offer. The Supplier may, at its discretion, accept an amendment to an Order by the Customer.
- 2.3 Any Order shall only be deemed to be accepted by the Supplier when it issues an order number to the Customer which shall then become an Order for the purposes of this Contract, shall be binding on the parties and shall form part of, and be governed by, the provisions of this Contract. Each party shall use the relevant order number in all subsequent correspondence relating to the Order.
- 2.4 After confirming an Order, the Supplier shall as soon as practicable inform the Customer of the Supplier's estimated delivery date for the Order (**Delivery Date**).
- 2.5 The Customer is responsible for ensuring that Orders are complete and accurate. The Customer shall give the Supplier all necessary information relating to the Product that the Supplier reasonably requires in order to fulfil each Order.

3. The Product

- 3.1 Any samples, drawings, descriptive matter, or advertising produced by the Supplier (including contained in the Supplier's catalogues or brochures) are produced for the sole purpose of giving an approximate idea of the Product described in them. They shall not form part of the Contract or have any contractual force.
- 3.2 The Supplier reserves the right to amend the specification of the Product if required by any applicable statutory or regulatory requirements.

4. Delivery

- 4.1 The Supplier shall ensure that each delivery of the Product is accompanied by:
- (a) a delivery note that shows the order number, the type and quantity of the Product;
 - (b) a set of instructions in relation to the use of the Product; and
 - (c) in the case of Back to Lab Testing Kits, the name and address of the Nominated Laboratory.
- 4.2 The Supplier shall on the relevant Delivery Date either:
- (a) where the Order states that the Supplier is to deliver the Product to the Delivery Location, endeavour to deliver the Product to the Delivery Location on the Delivery Date; or
 - (b) where the Order states that the Customer is to collect the Product from the Delivery Location, endeavour to have the Product ready for collection from the Delivery Location on the Delivery Date (in which case the Customer shall collect the Product within three Business Days of the Supplier notifying the Customer that they are ready).
- 4.3 Delivery is completed when the Supplier delivers the Order to the Delivery Location.
- 4.4 Delivery Dates are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Product that is caused by:
- (a) a Force Majeure Event; or

- (b) the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Product.

4.5 If the Supplier fails to deliver the Product or have the Product ready for collection by the relevant Delivery Date, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining a replacement Product of similar description and quality in the cheapest market available, less the Price of the Product. The Supplier shall have no liability for any failure to deliver the Product to the extent that such failure is caused by:

- (a) a Force Majeure Event; or
- (b) the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Product.

4.6 If 5 Business Days after the day on which the Supplier attempted to make delivery of the Product or notified the Customer that the Product was ready for collection (as the case may be) the Customer has not taken delivery of or collected the Product, the Supplier may resell or otherwise dispose part or all of the Product and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Product, or charge the Customer for any shortfall below the price of the Product.

4.7 If the Supplier delivers up to and including 5% more or less than the quantity of the Product ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of the Product was delivered, a pro rata adjustment shall be made to the Order invoice.

4.8 The Supplier may deliver Orders by instalments, which shall be invoiced and paid for separately. The Customer may not cancel an instalment because of any delay in delivery or defect in another instalment.

5. **Quality and fitness for purpose**

5.1 The Supplier warrants that on delivery the Product shall:

- (a) conform with their description;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Product Act 1979).

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to the Supplier promptly after discovery that some or all of the Product does not comply with the warranties set out in clause 5.1;
- (b) the Supplier is given a reasonable opportunity of examining such Product; and
- (c) the Customer (if asked to do so by the Supplier) returns such Product to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, replace any Products that are found to be defective or refund the price of such defective Products in full.

5.3 The Supplier shall not be liable for the Product's failure to comply with the warranties set out in clause 5.1 if:

- (a) the Customer makes any further use of such Product after giving notice of defects in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Product;
- (c) the Customer alters or repairs the Product without the written consent of the Supplier;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

- (e) the Product differ from its description as a result of changes made to ensure it complies with applicable statutory or regulatory requirements,

and references in this clause 5.3 to the Customer shall, for the avoidance of doubt, include the Customer's employees, consultants, sub-contractors and other workers and their acts and omissions.

- 5.4 The Supplier's only liability to the Customer if the Product fails to comply with the warranties set out in clause 5.1 is as set out in this clause 5.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 The terms of the Contract shall apply to any repaired or replacement Products supplied by the Supplier.

6. Title and risk

- 6.1 Risk in the Product shall pass to the Customer on completion of delivery of the Product at the Delivery Location.
- 6.2 Title to the Product shall only pass to the Customer once the Supplier receives payment in full (in cash or cleared funds) for them.
- 6.3 Until title to the Product has passed to the Customer, the Customer shall:
 - (a) store the Product 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 Product;
 - (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - (d) give the Supplier such information relating to the Product as the Supplier may require from time to time.
- 6.4 The Supplier may recover Products in which title has not passed to the Customer. The Customer irrevocably licenses the Supplier, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), in order to satisfy itself that the Customer is complying with the obligations in clause 6.3, and to recover any Products in which property has not passed to the Customer.
- 6.5 The Supplier may at any time after delivery elect to transfer title in the Products to the Customer, in which case the Customer shall immediately pay the Price to the Seller.

7. Product recall

If the Customer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw the Products from the market (**Recall Notice**) it shall immediately notify the Supplier in writing enclosing a copy of the Recall Notice.

8. Services

- 8.1 In respect of Back to the Lab Testing Kits, the Supplier shall provide the following services to the Customer:
 - (a) notify the Customer of the Nominated Laboratory in accordance with clause 4.2 (c);
 - (b) where the Nominated Laboratory does not provide test results direct to the Qualified Person, the Supplier shall provide such test results by email to the Qualified Person as soon as reasonably practicable following receipt of such test results by the Supplier from the Nominated Laboratory.

8.2 The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

8.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

9. **Customer's obligations**

General obligations

9.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (c) follow the Supplier's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Products;
- (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (e) comply with all applicable laws, including health and safety laws.

Specific obligations in respect of Back to Lab Testing Kits

9.2 The Customer shall:

- (a) ensure that all documentation in relation to testing is correctly completed and all relevant and necessary consents obtained; and
- (b) ensure that all test samples are properly packed and secured in accordance with Public Health England guidance and in such manner, and sent by commercial courier or post, so as to enable them to reach the laboratory nominated by the Supplier (and as notified to the Customer) in good condition and within the necessary period from the date of the relevant test.

9.3 If the Supplier's performance of any of its obligations under the 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**) or failure by the Nominated Laboratory or any carrier to perform any relevant obligation (**Third Party Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services 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 Customer's Default or any Third Party Default; 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 or any Third Party Default.

10. Price and payment

10.1 The Customer shall pay for the Products and any Services in accordance with this clause 10.

10.2 Unless otherwise stated in the Order, the Price excludes:

- (a) the costs of packaging, insurance and transport of the Product, which the Supplier may invoice to the Customer in addition to the Price; and
- (b) amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to the receipt of a valid VAT invoice.

10.3 The Supplier may invoice the Customer for the price of the Product (together with the costs of any packaging, insurance and transport and Services plus VAT at the prevailing rate) on or at any time after it confirms the relevant Order to the Customer and the Customer shall pay invoices in full in cleared funds upon the Order being accepted by the Supplier or in such instalments and on such dates as agreed by the Supplier and as set out in the Order. Payment shall be made to the bank account nominated in writing by the Supplier. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number the Supplier's VAT registration number, and any supporting documentation that the Customer may reasonably require.

10.4 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 13:

- (a) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- (b) the Supplier may suspend all further deliveries of the Product until payment has been made in full.

10.5 The Customer shall pay all amounts due under the contract in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by the Supplier to the Customer.

10.6 All payments payable to the Supplier by the Customer under this Contract shall become immediately due and payable on termination of this Contract for any reason.

11. Limitation of liability

11.1 Nothing in this Contract shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 The Customer:

- (a) Understands, acknowledges and agrees to the content of the Legal Disclaimer on page 1 of these Terms;

- (b) understands and acknowledges that the detection rates achieved by the Product will differ from person to person depending on various factors including how long the patient has had COVID-19 symptom and that there is no guarantee as to the consistency of detection rates or as to the accuracy of the results provided by the Product;
- (c) in the case of antibody and antigen testing, understands and acknowledges that use of the Products may result in an infected patient providing a false negative result; and
- (d) to the extent permitted by law, the Customer accepts "as is" the Product and anything else that is provided or made available to recipient in connection with the Product or this agreement, without any representations or warranties of any kind, express or implied.

11.3 To the fullest extent permitted by law, any warranties, representations, conditions and other terms implied by statute or common law are excluded from this agreement, except as expressly provided in this agreement.

11.4 Subject to clause 11.1:

- (a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (i) any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
 - (ii) and
- (b) the Supplier's total liability to the Customer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid and/or payable by the Customer for the Product under this Contract in a contract year being each 12 month period commencing with the date of this Contract or any anniversary of it.

12. Customer undertakings

12.1 The Customer undertakes that it shall not (and shall procure that no member of the its group shall) at any time during the term of this Contract:

- (a) have any business dealings with a customer of the Supplier in connection with the provision of the Product to that customer which are the same or similar to the Product;
- (b) canvass, solicit or otherwise seek the custom of any customer of the Buyer with a view to providing Products to that customer which are the same or similar to the Product;
- (c) have any business dealings with, solicit, entice or attempt to entice away any person who is a supplier of the Product to the Supplier if such dealings, solicitation or enticement causes or is reasonably likely to cause such supplier to cease supplying, or reduce its supply of the Product or services to the Supplier;

13. Termination

13.1 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 20 days of that party being notified in writing to do so;

- (b) the other party 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), 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 other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 13.2 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 and remains in default not less than 14 days after being notified in writing to make such payment.
- 13.3 Termination of the Contract 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 this Contract which existed at or before the date of termination.
- 13.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. Force majeure

14.1 **Force Majeure Event** means any circumstance not in a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination, or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation:
 - (i) the imposing of a restriction on the movement of the Product;
 - (ii) the closure of manufacturing facilities;
 - (iii) the revoking, amending or re-issue of an export licence;
 - (iv) the imposing of an export or import restriction, quota or prohibition; or
 - (v) the failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by manufacturers, freight and shipping providers and other suppliers or subcontractors; and
- (i) interruption or failure of utility service.

14.2 Provided it has complied with clause 14.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- (b) use all reasonable endeavours (to the extent it lies within its power) to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 12 weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving 14 days' written notice to the Affected Party.

15. **General**

15.1 **Assignment and other dealings.**

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

15.2 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other, except as permitted by clause 15.2(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) 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 this Contract.

15.3 **Entire agreement.**

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees

that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

- 15.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.7 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.
 - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 15.8 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 15.9 **Governing law.** This 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 England and Wales.
- 15.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.