

CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND WORKS

(Ref: CC-SOG/W, issue 1, September 2018)

All Suppliers shall be required to comply with Logistex Ltd's "Supplier Code of Practice".
Refer to Logistex Ltd.'s website www.logistex.com

1. Definitions

- 1.1 "Buyer" means Logistex Ltd of 2700 Kettering Parkway West, Kettering. Northamptonshire. NN15 6XR.
- 1.2 "Supplier" means the person, firm or company, to whom the Buyer's Purchase Order is issued.
- 1.3 "Client" means the person, firm or company for whom the Goods or Works are being supplied, as part of a construction project or maintenance agreement awarded to the Buyer.
- 1.4 "Goods" means all materials, fabrications, assemblies, parts, plant, equipment, storage facilities, access and lifting equipment or other things as specified in the Purchase Order and associated Specification(s), drawings etc, which are to be delivered by the Supplier, on a "supply and delivery" only basis.
- 1.5 "Works" means all materials, fabrications, assemblies, parts, plant, equipment, storage facilities, welfare facilities, access and lifting equipment or other things, plus all necessary management, supervision, labour etc, to be supplied by the Supplier to meet his obligations under the Contract, as specified in the Purchase Order, associated Specifications, drawings, codes of practise, standards, etc, which may include (but may not be limited to) erection, installation, commissioning, testing etc.
- 1.6 "Purchase Order" means the Buyer's Purchase Order, including these Conditions.
- 1.7 "Contract" means the contract between the Buyer and the Supplier for the supply of Goods or Works, consisting of the Purchase Order, these Conditions and any associated Specifications, drawings, codes of practise, standards and other referenced documents detailed therein. No other documents, variations or amendments to the Contract shall form part of the Contract, unless expressly agreed to in writing, by both parties.

2. Purchase Order

- 2.1 The Purchase Order shall be accepted promptly by the Supplier in its entirety and may be withdrawn at any time before the acceptance is received by the Buyer. If no formal acceptance of the Purchase Order is received within seven (7) days from receipt by the Supplier, it shall be deemed to have been accepted by the Supplier.
- 2.2 The Buyer shall not be liable for payment of any Goods or Works which are supplied in the absence of a Purchase Order.
- 2.3 The Supplier must specify the Purchase Order Number, Supplier's Code and relevant part numbers on all invoices, delivery notes, packages and containers. Invoices shall be marked for the attention of the Accounts Department and issued to email address: supplier.invoice@logistex.com
The Supplier shall comply with any other requirements for marking of Goods or Works where stated in the Purchase Order.

3. Quality, Inspection, Testing and Rejection of Goods or Works

- 3.1 The Goods or Works shall be fit for the purpose for which they are intended and shall be of high quality.
- 3.2 Where required under the Contract, the Goods or Works shall be supplied in strict accordance with the Supplier's Manufacturing, Quality, Inspection & Test Plan (MQITP), which shall be submitted to the Buyer for approval / comments

and mark-up with the Buyer's inspection and / or witness test requirements. The MQITP shall detail all relevant stages for design, procurement, materials and parts receipt / certification and allocation, manufacture, inspection, testing, packing, storage, consolidation, delivery, offloading, erection, installation, commissioning, testing etc, with relevant Specifications, drawings, codes of practise, acceptance standards / criteria, certification arrangements, inspection hold / witness points identified.

- 3.3 The Supplier shall maintain quality systems, procedures and documentation, which are acceptable to the Buyer.
- 3.4 The Supplier must, at its own expense, comply with all relevant governmental and local laws, regulations and orders of the country or countries of manufacture, transit, delivery and installation.
- 3.5 The Supplier shall be required to notify the Buyer of any products which form part of the Goods or Works that are, or maybe considered to be, of a hazardous nature and he shall provide all relevant Safety Data Sheets and COSSH Assessments to the Buyer, detailing how to safely use such products.
- 3.6 The Buyer shall be entitled (either directly, or via a nominated representative) at any reasonable time, to inspect the Goods or Works, in accordance with the approved MQITP (where applicable), or at any reasonable time where a MQITP has not been required and to require the making good, amendment or alteration of anything which is defective or does not comply with the Contract and to reject any part of the Goods or Works of which the Buyer reasonably disapproves. The Supplier shall, as soon as reasonably possible, taking into account the required delivery programme date(s), make good, amend, alter, or replace defective Goods or Works to the Buyer's full satisfaction. No such inspection shall operate in any way to relieve the Supplier of any liability under the Contract. Whether or not his right of inspection is exercised, the Buyer shall retain the right to reject the Goods (after delivery) or Works (on completion), if, in the opinion of the Buyer, they do not comply in every material way with any of the requirements of the Contract.
- 3.7 The Supplier shall be responsible for obtaining any necessary inspection or code approvals and any necessary licences or permits, whether governmental or otherwise, which shall be required in connection with the performance of the Contract.
- 3.8 Approval of an MQITP, any drawings, calculations or any other documents, by the Buyer shall not affect the Buyer's right of rejection of the Goods or Works, or the liability of the Supplier, under the Contract.

4. Free Issue Material

- 4.1 Where the Buyer, issues materials and / or parts free of charge to the Supplier, for incorporation into the Goods or Works, such materials and / or parts shall remain (at all times), the property of the Buyer. The Supplier shall maintain all such materials and / or parts in good order and condition and insure them for the replacement value against any loss, damage or destruction.
- 4.2 Should the Supplier, through bad workmanship or negligence, render such materials and / or parts unsuitable for use, the Buyer shall have recourse to the Supplier for the reimbursement of the total value of the free issue materials and / or parts.
- 4.3 The Supplier shall not, in any circumstances, have any lien (general or otherwise) in respect of any free issue materials and / parts supplied by the Buyer.

5. Packing & Transport

- 5.1 Goods shall be suitably packed and labelled in accordance with applicable laws and regulations, for protection against personal injury or harm and damage caused by weather, handling and transportation.
- 5.2 The Supplier shall be responsible for any loss or damage, or any other liability incurred or sustained by the Buyer and / or his customers, which is attributable to unsuitable, defective and / or insufficient packing of the Goods or Works.

6. Delivery of Goods / Completion of Works

- 6.1 The Buyer shall be entitled to postpone the date(s) of delivery of all, or part of the Goods or delivery / completion of all, or part of the Works, upon giving reasonable notice to the Supplier. Where such postponement requires Goods or Works to be placed into medium / long term storage, the Supplier shall be entitled to charge the Buyer reasonable storage costs.
- 6.2 The Supplier shall notify the Buyer immediately, in writing, whenever it becomes reasonably apparent that he is unable to comply with the agreed delivery and / or erection, installation, commissioning and testing requirements set out in the Purchase Order, stating reasons and proposals for mitigation of such delays.
- 6.3 Delivery of Goods shall not be accepted by the Buyer prior to the agreed delivery date(s) specified in the Purchase Order, unless the Supplier has received written agreement from the Buyer to deliver earlier.
- 6.4 The Supplier shall be responsible for delivering the Goods to the delivery point stated in the Purchase Order and for insuring the Goods until they have been delivered thereto. The Supplier shall be responsible for all associated costs in delivering the Goods to the required delivery point and offloading where required.
- 6.5 The Supplier shall, in all instances, agree specific date(s) and approximate time(s) of delivery with the Buyer, prior to all deliveries. A minimum of 48 hours prior written notice shall be provided by the Supplier. The Buyer shall not be liable for any costs incurred by the Supplier, if delivery cannot be accepted due to non-compliance with the required notice period.
- 6.6 The Supplier shall provide a copy of all fully itemised Delivery Notes to the Buyer, prior to any delivery of Goods, identifying items ordered, items to be delivered in each consignment, any known shortages and dates for delivery of outstanding items.
- 6.7 The Supplier shall be responsible for providing proof of delivery, by way of signed and dated Delivery Notes, with the recipient's name printed in full, for clarity.
- 6.8 Any Spares requirements detailed in the Purchase Order shall be packed and delivered as a separate consignment.

7. Force Majeure

The time for completion of the Supplier's obligations shall be extended by a reasonable period, if the delay is caused by industrial dispute (other than at the Supplier's premises) or by any other cause beyond the reasonable control of the Supplier, such as Acts of God, **PROVIDED** that the Supplier shall give prompt notice in writing to the Buyer of (i) the commencement date of any such cause for delay or potential delay, (ii) an initial estimate of the length of delay, (iii) regular reports on the effect of the cause on delivery and (iv) the date of dispute resolution and resumption of normal working. The time for completion shall not be extended due to failure on the part of the Supplier or any of his sub-suppliers.

8. Liabilities for Delay in Delivery of Goods or Completion of the Works

- 8.1 If the Supplier fails to deliver the Goods or complete the Works within the times stated in the Purchase Order or any agreed extension thereof, the Supplier shall pay (or have deducted) for each week or part of a week of delay, Liquidated Damages at the % (of the Total Contract Price) stated in the Purchase Order, up to the maximum % (of the Total Contract Price) stated in the Purchase Order. Payment or deduction of Liquidated Damages shall not relieve the Supplier of any of its obligations under the Contract. If no % is stipulated in the Purchase Order, Liquidated Damages shall be deemed not to apply.

- 8.2 If any part of the Works remains uncompleted after the period in which the maximum amount of Liquidated Damages has become payable/deductible, the Buyer may, by notice to the Supplier, require him to complete. Such notice shall fix a final date for completion, which shall be reasonable, having regards to such delay as has already occurred and to the extent of the outstanding work required to achieve completion of the Works. If, for any reason, other than one for which the Buyer is responsible, the Supplier fails to complete the Works within such agreed time, the Buyer may, by notice to the Supplier elect to either:
- (i) require the Supplier to complete without further delay, or
 - (ii) terminate the contract in respect of the outstanding Works and recover from the Supplier any loss suffered by the Buyer, by reason of such failure.
- 8.3 The Supplier shall indemnify and hold harmless the Buyer from and against all costs, claims, losses, liability and other expenses which the Buyer suffers because of the Supplier's failure to complete the Works.

9. Title and Risk

Title and risk in the Goods shall transfer to the Buyer when the Goods have been delivered (and off-loaded, where applicable), in accordance with the contract. Title in the Works shall pass to the Buyer on delivery to the project site. Risk in the Works shall pass on completion of installation, testing, commissioning and submission of certification.

10. Prices

- 10.1 The prices contained in the Purchase Order are fixed for the duration of the Contract and shall not be subject to variation, other than by formal Amendment of the Purchase Order, for agreed variations and / or agreed claims.
- 10.2 The prices for Goods shall include (without limitation) all material and labour costs, packaging, boxing, crating, labelling, transporting, shipping, freight, customs duties, taxes, insurance and the like.
- 10.3 The prices contained in the Purchase Order for the Works shall include all such inclusions under 10.2 and all other costs necessary to complete the Works, which include (but are not limited to) provision of management, supervision, labour, plant, equipment, erection, installation, commissioning, testing, certification and the like.
- 10.4 The prices exclude VAT, which shall be charged at the rate applicable at the time of invoice submission.

11. Payment

- 11.1 Payment for Goods: Unless agreed to the contrary and stipulated in the Purchase Order, payment of valid invoices will be made by the Buyer within 60 days following the end of the month in which the Goods have been delivered in accordance with agreed delivery date(s). There shall be no obligation on behalf of the Buyer to pay an invoice early, by virtue of a delivery made earlier than the agreed delivery date(s). If delivery of the Goods is made after the agreed delivery date(s), the actual delivery date(s) shall apply for the purposes of invoice payments.
- 11.2 Payment for Works: Invoices shall be submitted in accordance with the agreed schedule of milestone / stage payments set out in the Purchase Order. Unless agreed to the contrary and stipulated in the Purchase Order, payment of valid invoices (except for any agreed advance payment) shall be made by the Buyer within 60 days following the end of the month in which the relevant stages of the Works have been completed in accordance with agreed programme date(s).
- 11.3 In the event that an advance payment is agreed, a valid invoice will be paid within 20 days from receipt, subject to provision (by the Supplier, at his own expense) of a suitably worded "On Demand" Advance Payment Bank Guarantee, to the value of the agreed advance payment and with an expiry date agreed between the parties. In the event the Guarantee is not received within the 20 days payment period, the invoice shall be paid in the Buyer's next available payment run after its receipt.

11.4 If (at the discretion of the Buyer) an Advance Payment Guarantee is not required as security for an advance payment made to the Supplier, the Supplier accepts that the advance payment represents a contribution to costs and expenditure, to be incurred in the proper execution of the Contract. If the Contract is subsequently cancelled by the Buyer, the Supplier shall refund the outstanding balance of the advance payment, where the value of the advance payment exceeds the amount of costs and expenditure incurred by the Supplier, to the point of Contract cancellation.

Where the Supplier's costs and expenditure have exceeded the amount at the point of Contract cancellation, the Buyer shall reimburse the Supplier for such substantiated costs and expenditure, up to a maximum of the Contract Price.

11.5 Payment for an agreed variations: An agreed variation shall be invoiced at 100% of the agreed price, on completion of the variation, to the reasonable satisfaction of the Buyer. Payment of a valid invoice shall be made by the Buyer within 60 days following the end of the month in which the invoice has been submitted.

11.6 Payments will be made in the currency specified in the Purchase Order.

12. Warranty

12.1 The Supplier expressly warrants that all Goods or Works provided under the Purchase Order shall conform to the Specifications, drawings, appropriate codes of practise and standards detailed and / or referenced therein. All Goods / Works shall be new and free from defects in material, workmanship and design and shall be safe and fit for any purpose for which they are held out as being suitable for. The Supplier warrants that the Goods or Works shall conform with any sample provided to the Buyer. The warranty period shall apply for eighteen months after delivery (for Goods) or twelve months after Client Takeover (for Works).

12.2 Inspection, testing, acceptance or use by the Buyer of the Goods or Works shall not invalidate the warranty. The warranty shall extend to the Buyer, his successors, assignees and the Client.

12.3 The Supplier shall promptly replace or correct any defects in the Goods or Works at no expense to the Buyer or, at the Buyer's option, issue a refund for any Goods or Works not conforming to the Specifications, drawings, codes of practise, Standards detailed / referenced in the Purchase Order. In the event the Supplier fails to replace or correct such defects / non-conformances within a reasonable time notified by the Buyer, the Buyer may, after written notice to the Supplier arrange for repair or replacement of any defective Goods or Works, at the Supplier's expense.

12.4 All corrected defects in the Goods or Works, shall be subject to the same warranty arrangements as set out in sub-clause 12.1.

12.5 The Supplier shall, if required to do so by the Buyer, enter into a collateral warranty or similar agreement, with the Client, in relation to the Goods or Works provided by the Supplier. If such collateral warranty has not been included as a specific requirement of the Purchase Order it shall be deemed not to be required.

12.5 The Supplier undertakes that parts included in the Goods or Works shall continue to be made available to the Buyer, at competitive rates, for a minimum period of 10 years after completion of the warranty period.

13. Indemnity

The Supplier undertakes to indemnify the Buyer against any liabilities or any third-party claims arising from any default on the part of the Supplier in fulfilling the requirements of the Contract.

14. Confidential Information

Any information, whether written or oral, disclosed by the Buyer to the Supplier shall be confidential and the Supplier shall not disclose it to any person (other than those of its employees to whom disclosure is essential for the purposes of performing the Contract and provided the Supplier obtains an undertaking of confidentiality from such employees) or use it for any purpose other than the performance of the Contract, without the prior written consent of the Buyer.

15. Copyright

15.1 The copyright in all designs, blueprints, sketches, illustrations, drawings, specifications, diagrams or other documents, supplied by the Buyer to the Supplier in anticipation of or in connection with the Contract, or made or prepared by the Supplier at the express or implied request of the Buyer in anticipation of or in connection with the Contract, shall belong absolutely to the Buyer. The Supplier shall if the Buyer so requests, execute any documents which may be required in order to vest such copyright absolutely in the Buyer.

15.2 The Supplier shall indemnify the Buyer against any expense, liability loss, claim or proceedings whatsoever resulting from any and every infringement of Patent Copyright Design or Trademark resulting from the supply of Goods or Works under the Contract.

16. Cancellation

16.1 If the Supplier fails to comply with any terms of the Contract, the Buyer, without prejudice to his other rights, may cancel the Contract, in whole or in part.

16.2 The Buyer may for any other reason by written notice to the Supplier cancel the Contract at any time, in whole or in part. Upon receipt of such notice the Supplier shall immediately cease all work in performance of the Contract. The Buyer shall pay the Supplier, subject to the provision of sub-clause 11.4), for all substantiated Goods or Works already completed or in progress at the time of cancellation, for which an obligation to pay on the part of the Buyer has arisen before such date of cancellation.

17. Insolvency

If the Supplier becomes insolvent, has a Receiver or Administrator appointed, commences to be wound up or is subject to amalgamation or reconstruction, the Buyer may, without prejudice to any of his rights, cancel the Contract forthwith, by notice to the Supplier, or any other person in whom the Contract may have become vested.

18. Advertisement

The Supplier shall not refer to the Contract in any form of advertising without the Buyer's prior, written consent.

19. Notices

Any Notice given under the Contract shall be in writing (including email) and be served at or sent to the Buyer or the Supplier at the addresses shown on the Purchase Order or such other address as the Buyer or the Supplier notifies to the other party. Notices sent by inland first-class post shall be deemed to have been received two working days after despatch.

20. Assignment

The Supplier shall not transfer, assign or sub-let the whole or any part of Contract, or charge, assign or pledge the benefit of any sum payable under the Contract without the previous written consent of the Buyer.

21. Instructions and Variations

- 21.1 The term “variation” shall mean any alteration to the Goods or Works, whether by way of addition to, modification of or omission from the original scope, which impacts on time, quality and / or cost.
- 21.2 An instruction by the Buyer, may represent a clarification of existing Contract obligation of the Supplier only, or it may constitute a variation. The Buyer alone shall have the power to instruct the Supplier to carry out a variation.
- 21.3 Within a maximum of 14 days after having received an instruction from the Buyer which, in the Supplier’s opinion represents a variation, the Supplier shall notify the Buyer if the instruction will involve an addition to, or a deduction from the Contract Price and if the instruction will impact on the agreed delivery / completion dates.
- 21.4 The Supplier may make proposals to the Buyer for variations to the Goods or Works, but no variation so proposed shall be carried out by the Supplier, unless directed in writing by the Buyer. A Supplier requested variation shall not be accepted where the grounds for such a request is that the Goods or Works is proving difficult or expensive for the Supplier.
- 21.5 The amount to be added to or deducted from the Contract Price, for an agreed variation shall, if not the subject of a Quotation from the Supplier, which has been accepted by the Buyer, be determined by the Buyer in accordance with agreed rates detailed in the Purchase Order, where applicable. Where no such rates have been agreed / detailed in the Purchase Order, or are not applicable to the variation, the amount to be added or deducted shall be such sum as agreed to be reasonable between the parties. Due account shall be taken of any partial execution of the Goods or Works which is rendered useless by such variation.
- 21.6 In any instance where the Supplier is instructed to proceed with a variation request prior to the determination of the value of the variation, the Supplier shall keep contemporary records of the associated costs and time expended thereon. Such records shall be made available to the Buyer upon request.
- 21.7 When confirming any variations to the Goods or Works, the Buyer shall give the Supplier such reasonable notice as will enable him to make his arrangements to carry out the variation.
- 21.8 In cases where the Buyer’s variation requires the Goods or Works to be altered, the Supplier shall be entitled to be paid the costs for such alterations. If, in the opinion of the Supplier, any such variation request is likely to prevent or prejudice him from fulfilling any of his obligations under the Contract, he shall notify the Buyer thereof, with full supporting details. The Buyer shall decide forthwith whether (or not) to proceed with the proposed variation. Until the Buyer confirms the variation in writing, it shall be deemed not to have been given.
- 21.9 The Supplier shall, on receipt of the Buyer’s written instructions proceed to carry out a variation, as soon as is reasonably possible, taking due consideration of the programme requirements. The variation instruction shall not be delayed pending agreement on price.

22. Claims

- 22.1 In every case, in which circumstances arise, which the Supplier considers entitle him, by virtue of the Contract, to claim additional payment(s) and / or an extension of time, the following provisions shall apply:
- 22.2 Within 14 days of such circumstances arising the Supplier shall, if he intends to make such a claim, give the Buyer written notice of his intention to do so, providing an estimate of costs and / or additional time and stating the reason(s) by which he considers that he is entitled to make the claim.

22.3 As soon as is reasonably practical after the date of the written notice and not later than 30 days after completion of the Contract, the Supplier shall submit to the Buyer, full details of and the actual amount of his claim(s). The Supplier shall provide such information and substantiation as the Buyer may reasonably require, to assess the value of his claim(s).

22.4 The Buyer shall not be liable to accept claims for additional payments unless the Supplier has complied with the requirements of this clause 22.

23. Safe Working Practices for Works

23.1 All Works shall be carried out in accordance with a Risk Assessment and Method Statement (RAMS) approved by the Buyer, in writing. Approval by the Buyer will represent general acceptance only and shall not relieve the Supplier of his obligations in respect of the provision of safe working practices (including RAMS provision) under current Health and Safety legislation. An approved RAMS shall not be modified by the Supplier without the written approval of the Buyer. RAMS shall be submitted in accordance with the (minimum) requirements detailed in the Buyer's document "Health and Safety: Rules for Contractors".

23.2 The Buyer operates a strictly enforced policy that all its own employees and employees of contractors, sub-contractors and other Suppliers alike (who are engaged to work on a project site for the Buyer) are accredited to a nationally or internationally recognised Safety Passport Scheme and have received certified health & safety training within the three years prior to engagement on the project site.

The Buyer accepts accreditation to the "Safety Passport Alliance" (SPA) scheme, the Construction Skills Certificate Scheme (CSCS) and the Client Contractor national Safety Group (CCNSG). Other accredited safety training will be considered by the Buyer, on request.

All Safety Passports or other certifying documentation must be in date.

Where applicable, operating licences for mobile plant and equipment to be used on the Buyer's project sites must be provided, prior to commencement of the Works. Without such operating licences, the mobile plant and equipment cannot be used.

Test and inspection records for portable equipment being used on project sites must be readily available for inspection by the Buyer.

For the avoidance of doubt, any person found working on a project site for the Buyer without an acceptable Safety Passport or without the relevant operating licence(s), shall be ordered to leave the site and shall not be allowed to return until such time that the required safety training has been completed and / or licence provided.

23.3 The Supplier (and any of his sub-suppliers employed to carry out any part of the Works at the project site) shall be required to comply with the Buyer's "Health & Safety: Rules for Contractors", the project specific Construction Phase Plan and the Client's Health & Safety Rules and Regulations.

23.4 All Suppliers (employed directly/indirectly) required to work on a project (or residential) site, managed by the Buyer, on behalf of the Client, shall be required to complete a mandatory Site Induction prior to being allowed access.

23.5 All Suppliers (employed directly/indirectly) required to work on a project (or residential) site, managed by the Buyer, on behalf of the Client, shall be required to wear the Buyer's own style hi-viz vest, which will be supplied by the Buyer free of charge. All hi-viz vests shall remain the property of the Buyer and shall be returned to him, as directed.

24. Insurances

The Supplier shall put in place and maintain the following insurance requirements, for the periods specified below.

Contract Works / Erection All Risks Insurance:

Minimum amount: Full replacement value
Includes all works and temporary works, construction plant, tools and equipment
Policy extended to indemnify Buyer and Client
Validity in accordance with local Law

Public / Products Liability Insurance:

Minimum Amount £5m any one occurrence / in the aggregate for Product Liability
Policy extended to indemnify Buyer and Client
Valid from date of Purchase Order until all contractual liability had been extinguished.

Professional Indemnity Liability Insurance:

Minimum amount: £1m in the aggregate
Valid from date of Purchase Order until all contractual liability has been extinguished.

Marine / Goods in transit Insurance:

Minimum amount: Full replacement value

Proof of Insurance:

On demand the Supplier shall produce each of the insurance certificates for policies required by the Contract together with proof that all insurance premiums have been paid. If any of the above policies expire during the period of the contract, the Supplier shall renew / take out replacement policies with the same minimum requirements and provide the same evidence of existence and payment as above. If the Supplier fails to provide such evidence of insurance arrangements, the Buyer is entitled to take out appropriate replacement policies, at the Supplier's expense. Other specific insurance requirements may apply from time to time where they are a requirement of Buyer's up-stream contract with the Client. These will be advised by the Buyer as appropriate.

25. Fraud, Bribery, Slavery and Human Trafficking

The Buyer takes all reasonable steps to ensure there is no fraud, bribery, slavery or human trafficking in its own business and corporate activities and requires the Supplier to be equally committed to the same policy within its own business and down through its own supply chain.

Any evidence of fraud, bribery, slavery or human trafficking within the Supplier's business and corporate activities brought to the attention of the Buyer may lead to termination of the business relationship between the parties.

26. Law

The Contract shall be subject to English Law.

27. Arbitration

All disputes arising out of or in connection with the Contract shall be referred to arbitration by one Arbitrator, in accordance with the Rules of Arbitration of the Chartered Institution of Arbitrators. The arbitration shall be held in London or such other venue as may be agreed in writing between the parties and the language of the arbitration shall be English.