

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

Effective as of 01/02/2020



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INTERPRETATION

1. Definitions.

In these Conditions, the following definitions apply:
Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business and between 02nd January and 24th December.

Commencement Date: has the meaning set out in clause 4.2. Conditions: these terms and conditions as amended from time to time in accordance with clause 14.8. Contract: the contract between Altek and the customer for the supply of goods and/or services in accordance with these conditions.

Customer: the person or firm who purchases the goods and/or services from Altek.

Delivery timescale: as detailed in the order confirmation form.

Delivery Location: has the meaning set out in clause 4.2

Force Majeure Event: has the meaning given to it in clause 14.1

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings that are agreed in writing by the customer and Altek.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related 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 right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) 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.

Order: the customer's order for the supply of goods, as set out in the customer's purchase order form, or the customer's written acceptance of Altek's quotation, as the case may be. The customer's purchase order form must include a customer order number, invoice address, description of goods and price. Our written order confirmation or, in the event of lack of such order confirmation, our offer shall be relevant in determining the scope of delivery and/or the service to be rendered.

Altek: Altek International limited registered in England and Wales with company 6682210. **Altek Materials:** all documents, design drawings, plans, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) created by Altek or provided by Altek for its customers or any equipment or tooling owned by Altek.

Services: any services supplied by Altek to the customer.

Services Specification: the description or specification for the services provided in writing by Altek to the customer.

2. BASIS OF CONTRACT

2.1 The order constitutes an offer by the customer to purchase goods and/or services in accordance with these conditions.

2.2 The order shall only be deemed to be accepted when Altek issues written acceptance of the order at which point and on which date the contract shall come into existence ("Commencement Date").

2.3 The contract constitutes the entire agreement between the parties. The customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Altek which is not set out in the contract.

2.4 Altek's employees or agents and affiliates are not authorised to make any representations concerning the goods unless confirmed by Altek in writing in entering into the contract the customer acknowledges that it does not rely on any such representations which are not so confirmed.

2.5 Any samples, drawings, descriptive matter or advertising issued by Altek and any descriptions of the goods or illustrations or descriptions of the services contained in Altek's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the services and/or goods described in them. They shall not form part of the contract or have any contractual force.

2.6 These conditions apply to the contract to the exclusion of any other terms that the customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7 Any quotation given by Altek shall not constitute an offer, and is only valid for a period of 30 business days from its date of issue.

2.8 All of these conditions shall apply to the supply of both goods and services except where application to one or the other is specified.

3. GOODS

3.1 The Goods are described in Altek's catalogue as modified by any applicable goods specification. 3.2 To the extent that the goods are to be manufactured in accordance with a goods in a specification supplied by the customer, the customer shall indemnify Altek against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Altek in connection with any claim made against Altek for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Altek's use of the goods specification. This clause shall survive termination of the contract.

3.3 Altek reserves the right to amend the specification of the goods for the purpose of upgrading the goods or if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

4.1 Altek shall ensure that:

4.1.1 each delivery of the goods is accompanied by a delivery note which shows the date of the order, all relevant customer and Altek reference numbers, the type and quantity of the goods (including the code number of the goods, where applicable), special storage instructions (if any) and, if the order is being delivered by instalments, the outstanding balance of goods remaining to be delivered; and

4.1.2 if Altek requires the customer to return any packaging material to Altek, that fact is clearly stated on the delivery note. The customer shall make any such packaging materials available for collection at such times as Altek shall reasonably request. Returns of packaging materials shall be at Altek's expense.

4.2 Altek shall deliver the goods to the location set out in the Order or such other location as Altek and the customer may agree ("Delivery Location") at the time of order acceptance.

4.3 Delivery of the goods shall be completed on the goods' arrival at the delivery location in accordance with Incoterms 2010.

4.4 Any dates quoted for delivery of the goods are approximate only, and the time of delivery is not of the essence. Altek shall not be liable for any delay in delivery of the goods that is caused by a force majeure event or the customer's failure to provide Altek with adequate delivery instructions or any other instructions that are relevant to the supply of the goods.

4.5 Altek shall have no liability for any failure to deliver the goods to the extent that such failure is caused by a force majeure event the customer's failure to provide Altek with adequate delivery instructions for the goods or any relevant instruction related to the supply of the goods.

4.6 Goods will be delivered in accordance with the delivery timescale set out in the order confirmation form.

4.7 If the customer fails to accept or take delivery of the goods within ten business days of Altek notifying the customer that the goods are ready, then except where such failure or delay is caused by a force majeure event or by Altek's failure to comply with its obligations under the contract in respect of the goods:

4.7.1 delivery of the goods shall be deemed to have been completed at 9.00 am on the tenth business day following the day on which Altek notified the customer that the Goods were ready; and

4.7.2 Altek shall store the goods until delivery takes place, and charge the customer for all related costs and expenses (including insurance).

4.8 If after eleven business days after Altek notified the customer that the goods were ready for delivery the customer has not accepted or taken delivery for them, Altek may resell or otherwise dispose of part or all of the goods, and, after deducting reasonable storage and selling costs, account to the customer for any excess over the price of the goods or charge the customer for any shortfall below the price of the goods.

4.9 Altek may deliver the goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the customer to cancel any other instalment.

5. QUALITY OF GOODS

5.1 Altek warrants that on delivery, and for a period of 24 months after Altek's delivery, (Warranty Period), the Goods shall:

5.1.1 conform in all material respects with their description and any applicable goods specification;

5.1.2 be free from material defects in design, material and workmanship;

5.1.3 be of satisfactory quality (within the meaning of the sale of goods Act 1979); and

5.1.4 be fit for any purpose held out by Altek. 5.2 subject to clause 5.3, if:

5.2.1 the customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the goods do not comply with the warranty set out in clause 5.1;

5.2.2 Altek is given a reasonable opportunity of examining such goods; and

5.2.3 the customer (if asked to do so by Altek) returns such goods to Altek's place of business at Altek's cost. Altek shall, at its option, repair or replace the defective goods, or refund the price of the defective goods in full.

5.3 Altek shall not be liable for the goods' failure to comply with the warranty in clause 5.1 if:

5.3.1 the customer makes any further use of such goods after giving a notice in accordance with clause 5.2;

5.3.2 the defect arises because the customer failed to follow Altek's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice;

5.3.3 the defect arises as a result of Altek following any drawing, design or goods specification supplied by the customer;

5.3.4 the customer alters or repairs such goods without the written consent of Altek in particular the use of components from another manufacturer or the use of unsuitable maintenance products or accessories;

5.3.5 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions;

5.3.6 the goods differ from the goods specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 except as provided in this clause 5, Altek shall have no liability to the customer in respect of the goods' failure to comply with the warranty set out in clause 5.1.

5.5 the terms of these conditions shall apply to any repaired or replacement goods supplied by Altek under clause 5.2

6. TITLE AND RISK

6.1 The risk in the goods shall pass to the customer on completion of delivery.

6.2 Title to the goods shall not pass to the customer until Altek has received payment in full (in cash or cleared funds) for:

6.2.1 the Goods; and

6.2.2 any other goods that Altek has supplied to the customer in respect of which payment has become due.

6.3 until title to the goods has passed to the customer, the customer shall:

6.3.1 hold the goods on a fiduciary basis as Altek's bailee;

6.3.2 store the goods separately from all other goods held by the customer so that they remain readily identifiable as Altek's property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the goods;

6.3.4 maintain the goods in satisfactory condition and keep them insured against all risks for their full price on Altek's behalf from the date of delivery;

6.3.5 notify Altek immediately if it becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.12; and

6.3.6 give Altek such information relating to the goods as Altek may require from time to time, but the customer may resell or use the goods in the ordinary course of its business.

6.4 If before title to the goods passes to the customer the customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.12, or Altek reasonably believes that any such event is about to happen and notifies the customer accordingly, then, provided the goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Altek may have, Altek may at any time require the customer to deliver up the goods and, if the customer fails to do so promptly, enter any premises of the customer or of any third party where the goods are stored in order to recover them

7. SUPPLY OF SERVICES

7.1 Altek shall provide the services to the customer in accordance with the service specification in all material respects.

7.2 Altek shall use all reasonable endeavours to meet any performance dates for the services specified in the order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the services.

7.3 Altek shall have the right to make any changes to the services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services, and Altek shall notify the customer in any such event.

7.4 Altek warrants to the customer that the services will be provided using reasonable care and skill. 7.5 the customer shall:

7.5.1 ensure that the terms of the order and (if submitted by the customer) the service specification are complete and accurate;

7.5.2 co-operate with Altek in all matters relating to the services;

7.5.3 provide Altek, its employees, agents, and affiliates, consultants and subcontractors, with access to the customer's premises, office accommodation and other facilities as reasonably required by Altek to provide the services;

7.5.4 provide Altek with such information and materials as Altek may reasonably require to supply the services, and ensure that such information is accurate in all material respects; prepare the customer's premises for the supply of the services;

7.5.5 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.

7.5.6 keep and maintain all Altek materials left at the customer's premises in safe custody at its own risk, maintain Altek materials in good condition until returned to Altek, and not dispose of or use Altek materials other than in accordance with Altek's written instructions or authorisation.

7.6 If Altek's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the customer or failure by the customer to perform any relevant obligation (Customer Default):

7.6.1 Altek shall without limiting its other rights or remedies 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 to the extent the customer default prevents or delays Altek's performance of any of its obligations; and

7.6.2 Altek shall not be liable for any costs or losses sustained or incurred by the customer arising directly or indirectly from Altek's failure or delay to perform any of its obligations as set out in this clause 7.2; and

7.6.3 the customer shall reimburse Altek on written demand for any costs or losses sustained or incurred by Altek arising directly or indirectly from the customer default.

8. CHARGES AND PAYMENT

8.1 The price for goods shall be the price set out in the order or, if no price is quoted, the price set out in Altek's price list as at the date of delivery. The price of the goods is exclusive of all costs and charges of packaging, insurance, transport of the goods, which shall be paid by the customer when it pays for the goods.

8.2 The charges for services shall be on a time and materials basis

8.2.1 the charges shall be calculated in accordance with Altek's standard daily fee rates, as set out in the order;

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8.2.2 Altek's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day

8.2.3 Altek shall be entitled to charge the customer for any expenses reasonable incurred by the individuals whom Altek engages in connection with the services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Altek for the performance of the services, and for the cost of any materials.

8.3 Altek reserves the rights to:

8.3.1 Increase the price of the good periodically, by giving notice to the customer at any time before delivery, to reflect any increase in the cost of the goods to Altek that is due to:

8.3.1.1 any factor beyond the control of Altek (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.3.1.2 any request by the customer to change the delivery date(s), quantities or types of goods ordered, or the goods specification; or

8.3.1.3 any delay caused by any instructions of the customer in respect of the goods or failure of the customer to give Altek adequate or accurate information or instructions in respect of the goods.

8.4 The timetable for payment is set out in the order confirmation form. The customer shall pay each invoice submitted by Altek within 30 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by Altek, and time for payment shall be of the essence of the contract.

8.5 All amounts payable by the customer under the contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where tax supply for VAT purposes is made under the contract by Altek to the customer, the customer shall, on receipt of a valid VAT invoice from Altek, pay to Altek such additional amounts in respect of VAT as are chargeable on the supply of the services or goods at the same time as payment is due for the supply of the services or goods

8.6 Without limiting any other right or remedy of Altek, if the customer fails to make any payment due to Altek under the contract by the due date for payment (**Due Date**), Altek shall have the right to charge interest on the overdue amount at the rate of 4 % per annum above the then current [National Westminster Bank's] base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

8.7 The customer shall pay all amounts due under the contract in full without any deduction or withholding except as required by law and the customer shall not be entitled to assert any credit, set-off or counterclaim against Altek in order to justify withholding payment of any such amount in whole or in part. Altek may, without limiting its other rights or remedies, set off any amount owing to it by the customer against any amount payable by Altek to the customer.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual property rights in or arising out of or in connection with the goods and services, including concepts, drawings and other documents prepared by Altek for the purpose of providing the goods and services, shall be owned by Altek.

9.2 All Altek Materials are the exclusive property of Altek.

10. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**Disclosing Party**), its employees, agents and affiliates or subcontractors, and any other confidential information concerning the disclosing party's business or its products or its services which the Receiving Party may obtain. The receiving party shall restrict disclosure of such confidential information to such of its employees, agents and affiliates or subcontractors as need to know it for the purpose of discharging the receiving party's obligations under the contract, and shall ensure that such employees, agents and affiliates or subcontractors are subject to obligations of confidentiality corresponding to those which bind the receiving party. This clause 10 shall survive termination of the contract

11. LIMITATION OF LIABILITY:

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1 Nothing in these conditions shall limit or exclude Altek's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents and affiliates or subcontractors;

11.1.2 fraud or fraudulent misrepresentation; breach of the terms implied by section 2 of the supply of goods and services Act 1982 (title and quiet possession);

11.1.3 breach of the terms implied by section 12 of the sale of goods Act 1979 (title and quiet possession); or

11.1.4 defective products under the consumer protection act 1987.

11.2 Subject to clause 11.1:

11.2.1 Altek shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and

11.2.2 Altek's total liability to the customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £500,000.00

11.3 Except as set out in these conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

11.4 It is incumbent on each party to take all necessary steps to prevent the occurrence of damage and to mitigate the loss, provided that he can do so without unreasonable cost or inconvenience.

11.5 This clause 11 shall survive termination of the contract.

12. TERMINATION

12.1 Without limiting its other rights or remedies, each party may terminate the contract with immediate effect by giving written notice to the other party if:

12.1.1 the other party commits a material breach of its obligations under this contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;

12.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the insolvency act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

12.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

12.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

12.1.6 a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

12.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

12.1.8 a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

12.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

12.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.2 to clause 12.1.9 (inclusive);

12.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

12.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.2 Without limiting its other rights or remedies, Altek may terminate the contract:

12.2.1 by giving the customer three month's written notice;

12.2.2 with immediate effect by giving written notice to the customer if the customer fails to pay any amount due under this Contract on the due date for payment.

12.3 The customer may terminate the contract by giving Altek not less than three month's written notice.

12.4 Without limiting its other rights or remedies, Altek shall have the right to suspend the supply of services or all other deliveries of goods under the contract or any other contract between the customer and Altek if:

12.4.1 the customer fails to make pay any amount due under this contract on the due date for payment; or

12.4.2 the customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.12, or Altek reasonably believes that the customer is about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION

13.1 On termination of the contract for any reason:

13.1.1 the customer shall immediately pay to Altek all of Altek's outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has yet been submitted, Altek shall submit an invoice, which shall be payable by the customer immediately on receipt;

13.1.2 the customer shall return all of Altek materials and any goods which have not been fully paid for. If the customer fails to do so, then Altek may enter the customer's premises and take possession of them, until they have been returned, the customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this contract;

13.1.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry; and

13.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. GENERAL

14.1 Force majeure:

14.1.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Altek including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of god, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Altek or subcontractors.

14.1.2 Altek shall not be liable to the customer as a result of any delay or failure to perform its obligations under this contract as a result of a force majeure event.

14.1.3 If the force majeure event prevents Altek from providing any of the services and/or goods for more than 26 weeks, Altek shall, without limiting its other rights or remedies, have the right to terminate this contract immediately by giving written notice to the customer.

14.2 Assignment and sub contracting:

14.2.1 Altek may at any time assign, transfer, charge, sub contract or deal in any other manner with all or any of its rights under the contract and may sub contract or delegate in any manner any or all of its obligations under the contract to any third party.

14.2.2 The customer shall not, without the prior written consent of Altek, assign, transfer, charge, sub contract or deal in any other manner with all or any of its rights or obligations under the contract

14.3 Notices:

14.3.1 Any notice required to be given to a party under or in connection with this contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax and/or e-mail to the other party's usual correspondence address.

14.3.2 Any notice shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax and/or e-mail, on the next business day after transmission.

14.3.3 This clause 14.3 shall not apply to the service of any proceedings or other documents in any legal action.

14.4 Waiver and cumulative remedies:

14.4.1 A waiver of any right under the contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.4.2 Unless specifically provided otherwise, rights arising under the contract are cumulative and do not exclude rights provided by law.

14.5 Severance:

14.5.1 If a court or any other competent authority finds that any provision of the contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the contract shall not be affected.

14.5.2 If any invalid, unenforceable or illegal provision of the contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.6 No partnership: Nothing in the contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.7 Third parties: A person who is not a party to the contract shall not have any rights under or in connection with it.

14.8 Variation: Except as set out in these conditions, any variation, including the introduction of any additional terms and conditions, to the contract shall only be binding when agreed in writing and signed by Altek.

14.9 Dispute Resolution: In all differences of opinion between the customer and Altek, the customer and Altek shall do their utmost to reach agreement by negotiation. Failing this any dispute arising out of or in connection with this contract shall be determined by a senior executive within each respective party in order to resolve the issues.

14.10 If any claim or dispute cannot be settled by negotiation within twenty eight (28) days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the parties shall, before resorting to court proceedings, attempt to resolve the claim or dispute by mediation in accordance with the centre for dispute resolution (CEDR) Model Mediation Procedure.

14.11 If the parties have not settled any claim or dispute by mediation within sixty (60) days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts.

14.12 Governing law and jurisdiction: This contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.