

PROMETHEAN PARTICLES

TERMS AND CONDITIONS OF SALE

These are the Terms and Conditions of Sale of Promethean Particles Limited, a limited company registered in England and Wales with company registration number 06427290 and its registered office is at 1-3 Genesis Park, Midland Way, Nottingham, Nottinghamshire NG7 3EF. These Terms and Conditions apply to all purchases of the Goods and/or Services made by the Customer. The Customer's attention is drawn in particular to the provisions of clause 13.

1. Definitions and Interpretation

1.1. Definitions:

Background IP means any intellectual property rights which are used in any Services, which exist prior to the start of the Services, or are created independently of the Services.

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with Clause 17.3.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Deliverables: the deliverables set out in an Order for Services, which are produced by the Supplier for the Customer in connection with the Services.

Delivery Location: has the meaning given in Clause 4.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Foreground IP means intellectual property rights in Deliverables, or created, developed, modified or improved as part of any Services, or which arise as a result of the Services, but excluding any Background IP.

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

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Materials IP: Foreground IP which relates solely to the composition of any materials synthesised within any Services, excluding any Foreground IP relating to the manufacturing route, process, and equipment of any materials synthesised in the Services, or relating to any reactor or specific equipment designed and built for the purpose of the Services.

Order: the Customer's order for the Goods, confirmed by the Supplier upon the Goods being made available by the Supplier.

Services: the services, including Deliverables, supplied by the Supplier to the Customer, as set out in an Order and described in the applicable Service Specification.

Service Specification: the description or specification for any Services provided in writing by the Supplier to the Customer.

1.2. Interpretation:

- a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes its personal representatives, successors and permitted assigns.
- c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

- d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- e) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1. 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 law, trade custom, practice, or course of dealing.
- 2.2. The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when an authorised representative of the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. Email confirmation of a requested order does not constitute an acceptance of said order. The Supplier reserves the right to reject any order for any reason.
- 2.4. Orders may be varied or cancelled by the Customer only with the Supplier's written consent and upon payment of all applicable price or charges.
- 2.5. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.6. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations or descriptions displayed on the Supplier's website or contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.7. A quotation for the Goods and/or Services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. Goods

- 3.1. The Goods are as described on the Supplier's website, on product data sheets, or such other medium or source provided to the Customer and made available for sale to the Customer.
- 3.2. The Supplier reserves the right to amend any stated specification of the Goods if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 3.3. The Goods are not suitable for purchase by consumers for personal use. Where an individual purchases the Goods, they agree that they shall only do so on behalf of a business, university, research organisation, or other commercial entity which intends to make use of the Goods.

4. Delivery of Goods

- 4.1. The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable) and any special storage instructions.
- 4.2. The Supplier shall deliver the Goods to the locations specified by the Customer (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready. Delivery charges are indicated and applied on the checkout screen before submission of an Order and may be changed by the Supplier from time to time.
- 4.3. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4. Any dates quoted for delivery 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 Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5. Due to the nature of the Goods, they will not be delivered without a signature provided on completion of Delivery.

- 4.6. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or to ensure a signature is provided upon delivery.
- 4.7. If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
 - a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - b) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.8. If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

5. Quality

- 5.1. The Supplier warrants that on delivery, and for a period of 3 months from the date of delivery (Warranty Period), the Goods shall:
 - a) conform in all material respects with their description and any applicable specification; and
 - b) be free from material defects in design, material and workmanship.
- 5.2. Subject to clause 5.3, if:
 - a) the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery, and in any case, no later than 10 days following the date of delivery, that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,
the Supplier shall, at its option, rework or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
 - a) the Customer makes any further use of such Goods after giving notice 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, handling and use of the Goods or (if there are none) good trade practice regarding the same;
 - c) the Customer alters or reworks such Goods 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 Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4. Except as provided in this clause 5, the Supplier 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 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. These Conditions shall apply to any reworked or replacement Goods supplied by the Supplier.

6. Returns of Goods

- 6.1. Any Goods to be returned to the Supplier must first be authorised in advance by the Supplier's sales team. Chemical containers which have been opened since leaving our warehouse will not be accepted for return.
- 6.2. Where any Goods have been incorrectly supplied or have been damaged in transit, such Goods will be exchanged with suitable replacements where possible, or a refund will be offered. Where Goods have been damaged in transit, this should be noted on receipt of the Goods to the courier.
- 6.3. Where Goods have been returned in circumstances other than those described in Clause 6.2, but which are in a suitable condition for resale, such Goods are subject to a handling charge of 10% of the value of the Order (subject to a minimum charge of £20.00). Any such returns must be requested within 30 days of delivery.
- 6.4. Any returns to the Supplier must be sent by a registered delivery service, following relevant shipping requirements. The Supplier reserves the right to rework any returned Goods to fulfil its supply requirements.

7. Title and risk

- 7.1. The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2. Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.

8. Supply of Services

- 8.1. The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 8.2. The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified in the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3. The Supplier reserves the right to amend the Service Specification 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.
- 8.4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

9. Customer's Obligations

- 9.1. The Customer shall:
 - a) ensure that the terms of the Order and any information provided in the Service Specification are complete and accurate;
 - b) co-operate with the Supplier in all matters relating to the Services;
 - c) where requested by the Supplier, provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services, and comply with all applicable laws, including health and safety laws
 - d) 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; and
 - e) comply with any additional obligations as set out in the Service Specification.
- 9.2. 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)**:
 - 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 Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10. Price and payment

- 10.1. The price of the Goods shall be the price set out on the relevant purchasing information provided to the Customer or the Supplier's website on the page relevant to the Goods in each case, at the time of the Order.
- 10.2. The charges for Services shall be the charges set out in the Service Specification or Order, or if no charges are set out in the Service Specification or Order, shall be calculated on a time and materials basis:
 - a) the charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in its current price list at the date of the Contract;
 - b) the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 9.00 am to 6.00 pm worked on Business Days;
- 10.3. The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 10.4. The Customer may pay for Orders by credit/debit card via the Supplier's payment services provider Sage upon submission, or can request that the Supplier raise an invoice for the relevant Order. Any invoices will be valid for 30 days from the date of issue and can be paid by clicking the link to the Sage payment gateway indicated on such invoice.
- 10.5. The Supplier may change the prices for the Goods or Services at any time without notice to the Customer.
- 10.6. The price of the Goods and charges for the Services:
 - a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - b) excludes the costs and charges of packaging, insurance and transport of the Goods and/or Deliverables, which shall be payable by the Customer.
- 10.7. For orders originating in EU, the current UK VAT rate will be applied to orders unless a valid VAT number is supplied on the checkout screen when submitting the order.
- 10.8. Where the Goods are purchased through the Supplier's website:
 - a) the Supplier shall only deliver the Goods once the Customer has made payment for the Goods and upon completion of an Order;
 - b) orders submitted where payment has not been made within 30 days will be cancelled. Orders will only be fulfilled on receipt of payment.
- 10.9. Where Goods are purchased from the Supplier by any means other than through the Supplier's website:
 - a) the Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery;
 - b) the Customer shall pay each invoice submitted by the Supplier:
 - i. within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
 - ii. in full and in cleared funds to a bank account nominated in writing by the Supplier, and
 - iii. time for payment shall be of the essence of the Contract.
- 10.10. Charges for the Services shall be invoiced monthly at the end of the month during which Services were provided.
- 10.11. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

Interest under this clause 10.11 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10.12. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Intellectual property rights

11.1. The Supplier does not grant to the Customer any rights to the Supplier's Background IP.

11.2. The Supplier acknowledges that the Customer may contribute its own Background IP to the Services. Any Customer's Background IP will remain vested in the Customer, subject to a non-exclusive licence to the Supplier to use the Customer's Background IP for the duration and purpose of the Services.

11.3. Subject to clauses 11.4 and 11.6, Foreground IP will remain vested in the Supplier.

11.4. The Supplier hereby grants to the Customer a perpetual, non-exclusive, royalty free licence to use any information in the Deliverables solely for its internal business purposes, subject to the obligation of confidentiality in clause 12.

11.5. For the purpose of clause 11.4, "internal business purposes" shall mean activities such as testing, evaluation, and internal research and development relating to the Customer's own materials (including the materials synthesised within the Services). However, the Customer shall not use any confidential information in any Deliverables for the purpose of manufacture and/or supply of any materials synthesised within the Services with anyone other than the Supplier, without the prior written consent of the Supplier.

11.6. Where the Services involve a feasibility study, and it is agreed with the Customer in the feasibility study proposal that any Materials IP will be assigned to the Customer, the Supplier shall, on payment in full of the Charges, assign all of its rights, title and interest in any Materials IP created, developed, modified or improved as part of the Services.

12. Confidentiality

12.1. 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 party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.3.

12.2. The Customer acknowledges that the contents of any Deliverables in the form of a final report are strictly confidential. The Customer shall not at any time during or after the Services publish any details of the manufacturing route, process, and equipment relating to the synthesis of any materials as part of any patent application, scientific disclosure or otherwise, or disclose any such information to any third party, without the prior written consent of the Supplier.

12.3. Each party may disclose the other party's confidential information:

- a) to its employees, officers, representatives, contractors or subcontracts 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 the 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 12; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.4. 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 the Contract.

13. Limitation of liability

13.1. The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;

- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - d) defective products under the Consumer Protection Act 1987.
- 13.3. Subject to clause 13.2, the Supplier's total liability to the Customer with respect to any Goods or Services shall not exceed the total sums paid by the Customer under the Contract in respect of all Goods and Services actually supplied by the Supplier.
- 13.4. Subject to clause 13.2, the following types of loss are wholly excluded:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of agreements or contracts;
 - d) loss of anticipated savings;
 - e) loss of use or corruption of software, data or information;
 - f) loss of or damage to goodwill; and
 - g) indirect or consequential loss.
- 13.5. This clause 13 shall survive termination of the Contract.

14. Termination

- 14.1. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 14.1.b) to clause 14.1.d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 14.4. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 14.5. Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, 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.
- 14.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. Export Restrictions

- 15.1. The Customer acknowledges that the Goods are subject to applicable export controls. The Customer shall comply with all applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item.
- 15.2. The Customer shall not, without first obtaining the required license to do so from the appropriate government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the applicable authority. The Customer shall cooperate fully with the Supplier in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold seller harmless from, or in connection with, any violation of this section by buyer or its employees, consultants, agents, or customers.
- 15.3. Where the Goods are subject to export controls to the Customer's delivery address, the Customer agrees that it shall be the responsibility of the Customer to arrange all necessary licenses and documentation prior to placing an order. Any Orders placed without any such licences or documentation may be rejected by the Supplier.

16. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

17. General

17.1. Assignment and other dealings.

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

17.2. Entire agreement.

- a) The 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

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

17.4. **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.

17.5. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 17.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.6. Notices.

- a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - i. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

- ii. sent by email to the address specified by the relevant party from time to time.
 - b) Any notice shall be deemed to have been received:
 - i. if delivered by hand, at the time the notice is left at the proper address;
 - ii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - iii. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.6(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.7. **Third party rights.**
- a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 17.8. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 17.9. **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 the Contract or its subject matter or formation.