

GENERAL TERMS AND CONDITIONS OF SALE

As of: November 2nd 2022

1. INTERPRETATION

1.1 In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Acknowledgement of Order" has the meaning given to it in Condition 2.2;

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with, Progroup Board;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when the banks in London, England are open for business;

"Buyer" the person(s), firm or company whose Order for the Goods is accepted by the Company;

"Company" means Progroup Board or the Progroup Board Affiliate performing the Contract (as notified to the Buyer by Progroup Board from time to time);

"Confidential Information" all information in respect of the business of the Company including, but not limited to, know-how or other matters connected with the Goods, information concerning the Company's relationships with actual or potential clients, customers or suppliers and the needs and requirements of the Company and of such persons and the Company's internal procedures, business plans or strategies, finances, employees and business opportunities any other information which the Buyer knew or ought reasonably to have known was of a confidential nature irrespective of whether the information is marked as being confidential or secret;

"Contract" any contract between the Company and the Buyer for the sale and purchase of the Goods formed in accordance with Condition 2;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

"Goods" any goods which the Company supplies to the Buyer (including any of them or any part of them) under a Contract;

"Intellectual Property Rights" all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention,

discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

"Order" has the meaning given to it in Condition 2.2;

"Progroup Board" means Progroup Board Limited, Company no: 6018149 whose registered office is South Road, Ellesmere Port, Cheshire CH65 4LD;

"Technical Fact Sheet" the Company's fact sheet detailing the technical specification of the Goods as notified to the Buyer from time to time; and

"Terms and Conditions" the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Buyer and the Company as specified on the front of the Acknowledgement of Order.

1.2 Any reference to a statute or statutory provision is a reference to it as it is in force from time to time.

1.3 Any phrase introduced by the terms including, include, in particular or any similar expression shall not be construed as limiting the generality of any preceding words.

1.4 In the event of any conflict or inconsistency between the standard terms and condition of sale set out in this document and any special terms specified on the front of the Acknowledgment of Order, the latter shall take precedence.

1.5 A reference to writing or written shall not include fax or email.

1.6 The parties agree and acknowledge that Progroup Board is a member of a wider group of companies and, as such, reserves the right to perform the Contract through a Progroup Board Affiliate. In such cases, for the avoidance of any doubt, such Contract shall be between the Buyer and the relevant Progroup Board Affiliate notified to the Buyer by Progroup Board from time to time.

2. FORMATION AND INCORPORATION

2.1 The Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract. These Terms and Conditions will apply to all Orders placed by the Buyer unless otherwise agreed in writing. The Company reserves the right to amend these Terms and Conditions from time to time.

2.2 Each order or acceptance of a quotation for goods (the "Order") will be deemed to be an offer by the Buyer to purchase Goods upon these Terms and Conditions. The offer will stay open for a minimum period of 14 Business Days from the date on which the Order is received by the Company (the "Offer Period"). The Contract is formed on the earlier of: (i) the Order being accepted by the Company by way of a written acknowledgement of order (the "Acknowledgement of Order"); and (ii) on despatch of the Goods within the Offer Period. For the avoidance of doubt a Contract shall not exist

until an Acknowledgement of Order is issued by the Company to the Buyer or the Goods are despatched within the Offer Period.

2.3 The Company may cancel the Contract at any time prior to delivery (without liability to the Buyer) by giving the Buyer notice of such cancellation.

2.4 If the Buyer cancels a Contract for its convenience, then the Company shall be entitled to claim liquidated damages from the Buyer in an equal amount to 15% of the value of the Contract and the Company shall be entitled to invoice the Buyer for such amounts. The Buyer shall pay such invoices in accordance with Condition 4.4. This provision is without prejudice to other rights and remedies including the Company's right to claim further damages. The parties hereby acknowledge that such amount is a genuine pre-estimate of the loss which would be suffered by the Company as a result of the cancellation and is an appropriate amount to adequately safeguard the Company's business interests.

3. DESCRIPTION AND QUALITY

3.1 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions, including details of dimensions, weights and other product characteristics or illustrations contained in the Company's catalogues, brochures or other documentation are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them. They will not form part of the Contract unless expressly agreed otherwise by the Company in the Acknowledgement of Order and this is not a sale by sample.

3.2 Without prejudice to Condition 3.1, the tolerances stated in the Company's Technical Fact Sheet or, in the absence thereof, normal trade tolerances are deemed to apply to the Goods, even in the absence of an express statement that they are to be binding. A current version of the Technical Fact Sheet will be sent to the Buyer on request.

3.3 The Company may make any changes to the specification, design, materials or finishes of the Goods which:

3.3.1 are required to conform with any applicable safety, statutory or regulatory requirement; or

3.3.2 do not materially affect the quality or performance of the Goods.

3.4 The Company warrants that on delivery, and for a period of 6 months from the date of delivery (the "**Warranty Period**") the Goods shall:

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

3.4.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4. PRICE AND PAYMENT

4.1 The price for the Goods will be the price set out in the Acknowledgement of Order with reference to the Company's current price list, as may be amended under Condition 4.2, and is exclusive of VAT and any other applicable sales tax or duty which will be added to the sum in question.

4.2 The Company reserves the right to, no earlier than four (4) weeks from the date of conclusion of a Contract, increase its prices to a reasonable extent if its costs of supply increase due to:

4.2.1 any factor beyond the Company's reasonable control including increases in taxes and duties, increases in labour, increases in the price of intermediate products and imported goods and fluctuations in exchange rates. The Company shall provide evidence of such changes to the Buyer on request;

4.2.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered; or

4.2.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions.

4.3 Payment shall be made in pounds sterling (£) by electronic transfer into the bank account specified by the Company on its invoices.

4.4 The Company may invoice the Buyer for the Goods on, or at any time after delivery, and payment is due within 30 days of the invoice date. The Company reserves the right to request full payment in advance of delivery, with the Goods being dispatched to the Buyer as soon as is reasonably practicable following receipt of the amount due.

4.5 If it should, in the Company's reasonable opinion, become apparent after the Contract is concluded that the Buyer may not be able to effect performance and, especially if there should be a substantial deterioration in its financial circumstances, the Company has the right to revoke agreed payment deadlines, including those for any future deliveries, and to make outstanding deliveries under all existing Contracts conditional on payment being made in advance, or the Buyer providing such bank security as requested by the Company.

4.6 All payments to be made by the Buyer under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim except where such claim has been finally determined by a court or, where any such set-off or deduction is undisputed, and has been agreed in writing by the parties.

4.7 If any sum payable under the Contract is not paid when due then, without prejudice to the Company's other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at the statutory rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and the Company will be entitled to suspend deliveries of all Goods under the Contract and any other Contract(s) until the outstanding amount has been received.

5. INVOICES

5.1 The Company shall send invoices in electronic form as a PDF or a comparable secure format to the e-mail address provided by the Buyer. If the Buyer expressly requests a hard copy invoice the Company shall supply the same but reserves the right to charge a processing fee.

5.2 To the extent within its reasonable control the Company will take reasonable measures to ensure secure dispatch in the case of electronic invoice dispatch. The Company will not be liable for any losses, costs, damages or expenses incurred by the Buyer as a result of an electronic invoice sent to the Buyer being intercepted and/or modified by third parties during the transmission process and, as a result, no longer conforming to the invoice created and sent by the Company. In particular, any incorrect payments made by the Buyer as a result of such an occurrence shall be borne by the Buyer. Under no circumstances whatsoever shall the Company be liable to the Buyer for any payments made by the Buyer to any account other than the Company's nominated bank account.

5.3 Unless otherwise agreed in writing, the Company may issue one aggregated invoice to the Buyer in respect of all, or any combination of, Contracts for which payment is outstanding.

6. INSTALMENTS

Unless otherwise agreed in writing the Company may deliver the Goods by separate instalments. Any cancellation of, delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment. Each instalment will be invoiced and paid for separately in accordance with the provisions of the Contract.

7. DELIVERY

7.1 Delivery of the Goods will take place at the Buyer's premises notified to the Company unless otherwise agreed in writing.

7.2 Delivery of the Goods will be accepted at any time of day. If the Buyer fails to take delivery, or provide any necessary documents (including without limitation a signed delivery note), the Goods will be deemed to have been delivered and the Company, without prejudice to its other rights, may at its option:

7.2.1 store or arrange for storage of the Goods until actual delivery or sale of the Goods in accordance with Condition 7.2.2 below and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or

7.2.2 following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price of the Goods under the Contract.

7.3 If the Company delivers up to and including 10% more or less than the quantity of Goods ordered the Buyer may not reject them, but a pro rata adjustment shall be made to the Order invoice to reflect the quantity of Goods delivered. Where the quantity of

Goods delivered to the Buyer is below the quantity ordered under the Contract, the Company will make up any shortfall within a reasonable time.

7.4 Subject to Condition 7.6, the Company will use reasonable endeavours to deliver the Goods in each Contract by the date agreed when the Contract is formed and, if no date is agreed, then within a reasonable time, but the time of delivery will not be of the essence unless otherwise agreed with the Buyer in writing. Subject to Condition 7.5, if, despite the Company using its reasonable endeavours, the Company is unable for any reason to fulfil any delivery or performance on the specified date, the Company will not to be deemed to be in breach of the Contract.

7.5 Any delay in delivery will not entitle the Buyer to cancel the Contract for breach unless and until the Buyer has given 14 days' written notice to the Company requiring the delivery to be made and the Company has not fulfilled the delivery within that period. If the Buyer cancels the Contract in accordance with this Condition 7.5 then:

7.5.1 the Company will refund to the Buyer any sums which the Buyer has paid to the Company in respect of the Contract or part of the Contract which has been cancelled;

7.5.2 the Buyer will be under no liability to make any further payments under Condition 4 in respect of the Contract or part of the Contract which has been cancelled; and

7.5.3 subject to Condition 9.6, the Company's liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

7.6 Without prejudice to Condition 7.4, the Company shall not be bound to deliver on any agreed delivery dates confirmed by the Company unless the Buyer duly provides the Company with the information and documentation required for scheduling, production and transportation planning and/or otherwise fulfilling its contractual obligations under the Contract, this includes, in particular:

7.6.1 final clarification of all technical details using the designations given in the latest version of the Company's Technical Fact Sheet, which the Company will send to the Buyer on request;

7.6.2 prompt and due fulfilment of the Buyer's obligations, particularly the receipt of all documentation and official permits to be obtained by the Buyer; and

7.6.3 the provision of any sum agreed to be paid on account under Condition 4.4 or 4.5.

7.7 Unless otherwise agreed, the Company shall deliver corrugated board sheets on wooden pallets or comparable means of carriage (the "Pallet"). Each Pallet is equipped with a plastic strapping device. Within 10 days of delivery or if earlier, upon termination of the Contract, the Buyer shall (at its own cost and risk) return all Pallets to the delivery company for transportation back to the Company.

8. RISK/TITLE

8.1 Risk of damage to or loss of the Goods will pass to the Buyer on delivery or deemed delivery in accordance with Condition 7.2.

8.2 Ownership of the Goods will not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to the Company in respect of the Goods.

8.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:

8.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

8.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

8.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.4 notify the Company immediately if it becomes subject to any of the events listed in Condition 12.1; and

8.3.5 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company, and will whenever requested by the Company produce a copy of the policy of insurance.

8.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

8.4.1 any sale will be effected in the ordinary course of the Buyer's business at full market value and the Buyer will account to the Company accordingly; and

8.4.2 ownership of the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs and such sale will be a sale on the Buyer's own behalf and the Buyer will deal as principal when making such a sale.

8.5 The Buyer's right to possession of the Goods will terminate immediately if any of the circumstances set out in Condition 12.1 occur.

8.6 If before ownership to the Goods passes to the Buyer, the Buyer becomes subject to any circumstances set out in Condition 12.1, or the Company reasonably believes that any such circumstance is about to happen and notifies the Buyer accordingly, then provided that the Goods have not been resold or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Buyer to deliver up the Goods (at its own cost and risk) and, if the Buyer fails to do so within 3 Business Days of the Company's request, the Company may enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them (the Buyer being obliged to procure such a right for the Company).

8.7 If as at the point the Buyer's right to possession of the Goods terminates as the Buyer becomes subject to any of the circumstances set out in Condition 12.1, ownership of the Goods remains with the Company, the Company will be entitled to recover payment for the Goods notwithstanding that ownership in any of the Goods has not passed to the Buyer.

8.8 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them.

8.9 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer will be deemed to have sold all such goods and the Company will be entitled to recover payment for any such goods.

8.10 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this Condition 8 will remain in effect.

9. **LIABILITY OF COMPANY**

9.1 The Buyer must arrange for those defects that are apparent, or would be apparent on a reasonable inspection, on delivery of the Goods, particularly short deliveries and damage caused by dampness, fork lift truck or other transportation damage, to be immediately noted and confirmed by the driver on the Company's delivery note and on the CMR consignment note and must immediately send a copy of the delivery note to the Company. If a defect is found by the Buyer on inspection after delivery, the Buyer must immediately notify the Company in writing and in any event within two weeks of delivery.

9.2 During the Warranty Period, the Company will where Goods are proved to the reasonable satisfaction of the Company to be damaged or defective due to defects in material, workmanship or design (other than a design made, furnished or specified by the Buyer), at its option, either repair, or replace, such Goods free of charge. The Company's obligation to repair or replace under this Condition will not apply where:

9.2.1 the Goods have been improperly altered in any way whatsoever, or have been subject to misuse or unauthorised repair;

9.2.2 the defect arises as a result of fair wear and tear, wilful damage or negligence;

9.2.3 any instructions as to storage of the Goods have not been complied with in all respects; or

9.2.4 the Buyer fails to notify the Company pursuant to Condition 9.1 regarding a defect in the Goods which would have been apparent on a reasonable inspection; or

9.2.5 the Buyer has failed to notify the Company of any defect or suspected defect not apparent on reasonable inspection within 14 days of the same coming to the knowledge of the Buyer; or

9.2.6 where the defect arises outside of the Warranty Period.

9.3 Where the Company is obliged to repair or replace the Goods pursuant to Condition 9.2, the Buyer will return the defective or damaged Goods to the Company and the Company will refund to the Buyer the cost of carriage on the return of any such defective or damaged Goods, and will deliver any repaired or replacement Goods to the Buyer at the Company's own expense.

9.4 The Buyer will handle any warranty claims brought by its customers in accordance with the provisions of this Condition 9 and the Buyer shall flow down such provisions in its customer contracts.

9.5 Any Goods which have been returned to the Company under this Condition 9 will belong to the Company. Any repaired or replacement Goods will be liable to repair or replacement under the terms specified in Condition 9.1 for the unexpired portion of the 6 month period from the original date of delivery of the Goods which have been repaired or replaced.

9.6 Subject to Conditions 9.7 and 9.8, the Company's total liability to the Buyer 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, will be limited to a maximum of 100% of the total fees payable under the relevant Order, unless the Company has agreed a higher level of liability with the Buyer in writing.

9.7 The Company does not exclude its liability (if any) to the Buyer:

9.7.1 for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

9.7.2 for personal injury or death resulting from the Company's negligence;

9.7.3 under section 2(3) Consumer Protection Act 1987;

9.7.4 for any liability which the Company cannot exclude or limit by law; or

9.7.5 for fraud.

9.8 Subject to Condition 9.7, the Company shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss (such terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) arising under or in connection with the Contract.

9.9 The Company shall not be liable to the Buyer for any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods.

9.10 The Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Buyer.

9.11 Each of the Company's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in these Terms and Conditions in

that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Company wherever it appears in those Conditions.

9.12 The Buyer acknowledges that the above provisions of this Condition 9 are reasonable and reflected in the price which would be higher without such provisions, and the Buyer will accept such risk and/or insure accordingly.

9.13 The Buyer agrees to indemnify, keep indemnified and hold harmless the Company from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the Company incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by the Buyer of the terms of the Contract.

10. DATA PROTECTION

10.1 The parties each acknowledge and agree that they may need to process personal data relating to each party's representatives (in their respective capacities as data controllers) in order to (as appropriate): (a) administer and provide the Goods; (b) request and receive the Goods; (c) compile, dispatch and manage the payment of invoices relating to the Goods; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Goods; and (f) comply with their respective regulatory obligations.

10.2 Each party shall process such personal data relating to each party's representatives for the purposes set out in Condition 10.1 in accordance with their respective privacy policies. The parties acknowledge that they may be required to share personal data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in condition 10.1, and in doing so each party will ensure that the sharing and use of this personal data complies with applicable data protection laws, including the GDPR.

11. FORCE MAJEURE

The Company will not be liable to the Buyer for any failure or delay or for the consequences of any failure or delay in performance of the Contract, if it is due to any event beyond the reasonable control of the Company including, without limitation, acts of God, war, lawful industrial disputes and unlawful strikes, restraints or delays affecting production, including energy and raw material shortages, transport problems and unavoidable business interruption, protests, fire, including at the Company's suppliers, tempest, explosion, an act of terrorism and national emergencies (a "Force Majeure Event") and the Company will be entitled to a reasonable extension of time for performing such obligations. In the event that the aforementioned events continue for a period in excess of 30 days from the date of their first occurrence the Company shall have the right to cancel the Contract in whole or in part without the Buyer being entitled to bring a claim for damages. If the occurrence of a Force Majeure Event results in the performance of the Contract being uneconomic so as to make it unreasonable (in the Company's sole view) for the Company to continue to be bound, then Company shall have the right to

cancel the Contract in whole or in part without the Buyer being entitled to bring a claim for damages. In the event of occurrence of any of the aforementioned events the Company will notify the Buyer as soon as reasonably practicable following the occurrence.

12. TERMINATION

12.1 The Company may by written notice terminate the Contract immediately if the Buyer is in material breach of the Contract or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect in any jurisdiction, or suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business. Failure to pay any sums due in accordance with Condition 4.4 as applicable is a material breach of the terms of the Contract which is not capable of remedy.

12.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liability of either the Buyer or the Company accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

12.3 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

13. INTELLECTUAL PROPERTY

13.1 No right or licence is granted to the Buyer in respect of the Intellectual Property Rights of the Company, except the right to use, or re-sell the Goods in the Buyer's ordinary course of business.

13.2 For the avoidance of doubt, the Company retains title and copyright in all formulae, manufacturing instructions, prototypes and other specifications and information which it provides to the Buyer, whether in tangible or intangible form, and particularly, electronically. The Buyer shall not grant any third party access to the Intellectual Property Rights of the Company without the Company's express written consent. This applies, in particular, to written documentation marked "confidential".

14. CONFIDENTIALITY

14.1 The Buyer will:

14.1.1 keep confidential any and all Confidential Information that it may acquire;

14.1.2 not use the Confidential Information for any purpose other than to perform its obligations under the Contract;

14.1.3 ensure that its officers and employees comply with the provisions of this Condition 14; and

14.1.4 not treat the Confidential Information with any less care than it uses in relation to its own confidential information of a similar kind.

14.2 The obligations on the Buyer set out in Condition 14.1 will not apply to any information which:

14.2.1 is publicly available or becomes publicly available through no act or omission of the Buyer; or

14.2.2 the Buyer is required to disclose by order of a court of competent jurisdiction.

15. GENERAL

15.1 Time for performance of all obligations of the Buyer is of the essence. Time for performance of all obligations of the Company is not of the essence, unless expressly confirmed by the Company in writing.

15.2 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

15.3 If any Condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective, without, as far as is possible, modifying any other Condition or part of the Contract and this will not affect any other Conditions of the Contract which will remain in full force and effect.

15.4 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

15.5 The Company may assign, delegate, license, hold on trust or sub-contract all or any part of the Company's rights or obligations under the Contract (including without limitation to any Progroup Board Affiliate).

15.6 The Contract is personal to the Buyer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

15.7 The Contract contains all the terms which the Company and the Buyer have agreed in relation to the Goods and supersedes any prior written or oral agreements, representations or understandings between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition 15.7 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

15.8 Save as set out in Condition 9.11 the parties to the Contract do not intend that any of its Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

15.9 Any notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first class or special delivery post. The notice will be deemed to have been duly

served, if delivered by hand, when left at the proper address for service or if made by first class post or special delivery post, 48 hours after being posted.

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

15.11 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any Condition of the Contract will be governed by English law. The English courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Contract. The parties agree to submit to that jurisdiction.

15.12 The application of the Uniform Laws on International Sales Act 1967, the United Nations Conventions on contracts for the International Sale of Goods, the Convention on the Limitation Period in the International Sale of Goods and any other similar law or convention which applies to contracts for the international sale of goods are expressly excluded from the Contract