

STANDARD PURCHASE TERMS OF SCHEIDT & BACHMANN (UK) LTD

1 INTERPRETATION

1.1 In these terms, except where the context otherwise requires, the following expressions shall have the following meanings:

Business Day	a day other than a Saturday or Sunday or public holiday in England and Wales;
Buyer	Scheidt & Bachmann (UK) Limited (registered no 03805576) whose registered office is at Unit 7, Silverglade Business Park, Leatherhead Road, Chessington, Surrey KT9 2QL;
Buyer's Group	the Buyer and its ultimate holding company and any direct or indirect subsidiary of such holding company and "holding company" and "subsidiary" shall have the meanings ascribed to them in section 1159 of the Companies Act 2006;
Confidential Information	of a party shall mean all information, in whatever form, made available by or otherwise emanating from that party (or its associated companies) in connection with the Contract. In the case of the Buyer its Confidential Information shall include information relating to the design of the Goods and the provision of the Services and all Specifications prepared by or on behalf of the Buyer and all information derived from any of them. Confidential Information shall not include information which: (a) at the time of disclosure is in the public domain; (b) after disclosure becomes part of the public domain otherwise than by breach by a party of the provisions of the Contract; (c) was already in the possession of the receiving party at the time of disclosure; (d) was received by the receiving party after disclosure from a third party who was not required to hold it in confidence; or (e) is trivial and/or obvious;
Contract	each agreement for the supply of Goods and/or Services, as referred to in clause 2.3;
Delivery	delivery of the Goods and/or Services as more particularly defined in clause 5.1;
Delivery Address	the delivery address (if any) specified in the Contract, any alternative address specified by the Buyer, or if none, the Buyer's address in Chessington;
Goods	the goods or materials (including any instalment of them or any part of them) described in the Contract or ancillary to the Services;
Intellectual Property Rights	means all patents, know-how, copyrights, trade or service marks, design rights, and all other intellectual property rights of any kind;
Provisions	as set out in clause 8.3;
Order	the Buyer's purchase order for the Goods or Services as referred to

	in clause 2.1 below, which is subject to these terms;
Seller	the person to whom the Order is addressed, or whose offer is accepted by the Buyer, unless otherwise stated in the Contract;
Seller's Equipment	any plant, equipment, tools, stores or things of any kind brought onto the Site by and on behalf of the Seller for the purpose of providing any part of the Services;
Services	the services (if any) described in the Contract or provided ancillary to the sale of the Goods;
Site	any land or premises occupied by the Buyer and any other place provided by the Buyer on, over or through which the Services or any part of them are to be provided;
Specification	the specification of the Goods and/or Services including any plans, samples, drawings, data or other information relating to them;
Warranty Period	any specific warranty period in relation to the Goods and/or Services agreed by both parties in Writing or, if none, the longer of (i) 36 months; (ii) any period implied by law during which the Goods and/or Services should remain of satisfactory quality (iii) the period of any relevant warranty or guarantee that the Seller is entitled to from its supplier. The Warranty Period shall begin on the date of acceptance of the Goods and/or Services by the Buyer or if later the date on which any Goods and/or Services that have been repaired or replaced are accepted again by the Buyer;
Writing	includes email, facsimile transmission and comparable means of communication.

- 1.2 References to regulations, statutes or other statutory provisions shall be construed to include references to those regulations, statutes or provisions as amended, re-enacted or modified from time to time and shall include any subordinate legislation under the relevant statute or statutory provision.
- 1.3 The headings in these terms are for ease of reference only and shall not in any way affect their construction or interpretation.
- 1.4 Words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and vice versa and reference to a person shall include an individual, partnership, body corporate and unincorporated association.
- 1.5 References to any party shall include its personal representatives, lawful successors in title and permitted assigns.
- 1.6 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

2 **ORDERS AND CONTRACTS**

- 2.1 Each Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services. An Order may be revoked or amended by the Buyer at any time prior to the Seller's acceptance. An Order shall lapse unless unconditionally accepted by the Seller within 8 days of the Buyer's date of order. Acceptance of an Order by the Seller shall take place whenever it is expressly accepted or confirmed by the Seller in writing or by any other conduct which is consistent with acceptance.

Upon acceptance, a binding Contract shall exist to supply the Goods and/or Services which are the subject of the Order.

- 2.2 Where the Buyer receives from the Seller an offer which is capable of acceptance, the Buyer may confirm acceptance of that offer in writing. Upon such acceptance, a binding Contract shall exist to supply the Goods and/or Services which are the subject of the Buyer's acceptance.
- 2.3 The Contract shall comprise these terms, the terms set out in the Order or in the Buyer's written acceptance, and any additional terms agreed in writing as applicable. The Seller shall sell, and the Buyer shall purchase, the Goods and/or Services in accordance with the Contract and the terms of the Contract shall apply to the exclusion of any other terms and conditions of the Seller.
- 2.4 No variation of these terms or any Contract shall be effective unless it is made in Writing and signed by duly authorised representatives of both parties. For the purposes of this clause, the expression "variation" includes any supplement, deletion or replacement however effected.

3 **PRICE**

- 3.1 The price of the Goods and/or Services shall be as stated in the Contract. Prices shall be invoiced in sterling unless agreed otherwise in the Contract.
- 3.2 The price shall be exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a valid VAT invoice).
- 3.3 The price shall be inclusive of all charges for packaging, packing, import/export clearances, shipping, carriage, insurance, delivery, unloading and unpacking to the Delivery Address and any duties, imposts or levies other than value added tax.
- 3.4 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.
- 3.5 Invoices must contain such information, and be sent to such addressee(s) and address(es), as are notified to the Seller from time to time.

4 **TERMS OF PAYMENT**

- 4.1 The Seller shall not be entitled to invoice the Buyer until after Delivery of the Goods or performance of the Services in accordance with the Contract.
- 4.2 Invoices shall be sent in duplicate and include details of the order number and the Goods and/or Services supplied including article numbers, and shall be sent by the Seller within 14 days of being requested by the Buyer.
- 4.3 Invoices for Goods and/or Services supplied in accordance with the Contract shall be paid either within 14 days of receiving the invoice in which case a 3% discount shall be applicable, or no later than 30 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, 30 days after acceptance of the Goods or Services in question by the Buyer.
- 4.4 The Buyer shall be entitled (but not obliged) to set off any liability of the Seller to the Buyer against any liability of the Buyer to the Seller (in either case however arising).
- 4.5 Any sums payable by the Buyer hereunder which remain outstanding after the agreed date for payment shall carry interest (both before and after judgment in respect thereof) on a daily basis at an annual rate equal to two per cent per annum above the base lending rate or equivalent published rate from time to time of Barclays Bank plc. The Seller acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

5 DELIVERY

- 5.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Contract, in either case during the Buyer's usual business hours. Delivery shall take place upon completion of unloading at the Delivery Address. Time of delivery or other performance is of the essence. If the Seller considers that delay is likely the Seller must immediately notify the Buyer stating the duration of the delay and giving reasons for it. Following notification of likely delay or actual delay the Buyer may, without penalty, cancel the Contract or any part of it.
- 5.2 Early Delivery is only allowed with consent of the Buyer. Any costs incurred by the Buyer in storage of early deliveries shall be met by the Seller.
- 5.3 The Buyer may reject any over or under deliveries and shall not be required to pay for any over deliveries.
- 5.4 A delivery note must accompany each delivery or consignment of the Goods and/or Services and the following information must be displayed prominently on it:
- 5.4.1 the number of the Order,
 - 5.4.2 the Goods and/Services delivered or performed, including article numbers;
 - 5.4.3 the quantity of such Goods and/or Services;
 - 5.4.4 in the case of Goods with a limited storage life, the expiry date;
 - 5.4.5 in the case of Goods subject to special storage and/or disposal regulations, state this; and
 - 5.4.6 all other information notified to the Seller as required from time to time.
- 5.5 In the case of Goods with a limited storage life, or in the case of Goods subject to special storage and/or disposal regulations, this information shall be clearly visible on all merchandise and packaging and in any order confirmation.
- 5.6 The Seller shall inform the Buyer if certificates of origin are required or export restrictions exist, and shall provide the Buyer with any necessary certificates of origin.
- 5.7 The Buyer shall not be required to accept instalment deliveries or performance unless this is expressly agreed in the Contract. If the Goods are delivered or the Services are performed by instalments, the Contract will be treated as a single contract and shall not be severable.
- 5.8 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 5.9 The Buyer shall not be obliged to return to the Seller any pallets, packaging or packing materials for the Goods, and these may at the Buyer's discretion and at the Seller's expense be disposed of by the Buyer or collected by the Seller for proper disposal.

6 RISK AND TITLE

- 6.1 Risk of loss of or damage to the Goods shall pass to the Buyer
- 6.1.1 at the time of Delivery of the Goods or;
 - 6.1.2 if later and where appropriate, upon successful completion of any acceptance test referred to in clause 7.3 below.
- 6.2 Title to and property in the Goods shall pass to the Buyer upon Delivery, or, if earlier, when ascertained Goods are paid for or otherwise appropriated to the Contract. The passing of title shall not prejudice any other rights of the Buyer (including rights of rejection).
- 6.3 Neither the Seller nor any other person shall have a lien or other rights in or to any Goods and/or Services title to which has vested in the Buyer pursuant to clause 6.2 or any Specifications or

Samples belonging to the Buyer which are in the possession of the Seller, and the Seller shall ensure the exclusion of any such lien or rights is brought to the notice of any relevant third parties.

7 REJECTION AND INSPECTION

- 7.1 The Buyer shall be entitled to reject any Goods and/or Services (or part thereof) delivered which are not in accordance with the Contract. Any acceptance of defective, late or incomplete Goods or Services or any payment made, shall not constitute a waiver of any rights or claim the Buyer may have, including its right to reject.
- 7.2 Any rejected Goods or Services may be returned to the Seller by the Buyer at the Seller's cost and risk and no payment shall be due from the Buyer. In any event, the Buyer may impose a reasonable charge for handling, storing and returning any of the Goods and/or Services over delivered, rejected or not included in the Contract.
- 7.3 The Buyer may require acceptance tests to be performed or to be executed either by the Buyer or the Seller, at the option of the Buyer. If the acceptance tests are executed by the Seller, the specifications and results of the tests shall be made available to the Buyer as soon as possible upon request.
- 7.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods and/or Services during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
- 7.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods and/or Services will comply in all respects with the Contract, and the Buyer so informs the Seller no later than 30 days after inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 7.6 Any inspection or testing of the Goods and/or Services shall not be deemed to be acceptance of the Goods and/or Services or a waiver of any rights the Buyer may have.

8 SITE PROTOCOL

- 8.1 The Seller shall comply with all Site rules notified by the Buyer and all health, safety and hygiene regulations required by law, or which otherwise form an industry standard.
- 8.2 The Seller shall be deemed to have satisfied itself as to physical conditions and all other circumstances relevant to the Services prevailing at the Site and to have provided for all reasonably foreseeable eventualities in the agreed price.
- 8.3 The Buyer shall not be required to provide any facilities, services, materials, equipment, tools or any other matter for the performance of the Services ("Provisions") unless specifically set out in the Contract. Where any such Provisions are provided by the Buyer to the Seller, ownership to the Provisions any Intellectual Property Rights vesting in the Provisions shall remain with the Buyer. The Seller shall assume the risk of loss of or damage to the Provisions.
- 8.4 The Seller shall have access only to such parts of the Site as are reasonably necessary for the purpose of providing the Service and shall ensure that its employees do not enter other parts of the Site.
- 8.5 The Seller shall cause the minimum level of disruption reasonably possible in performing the Services and shall keep the Buyer advised in good time of any significant disruption that may arise.
- 8.6 Any Seller's Equipment brought onto the Site shall remain at all times at the Seller's risk. The Seller shall insure all Seller's Equipment at all times against all risk of loss or damage, howsoever

arising and accordingly the Buyer accepts no liability for any loss of or damage to Seller's Equipment, howsoever caused or arising, including through the Buyer's negligence.

- 8.7 The Seller shall at all times adopt safe working practices and at the appropriate times supply and install as part of the agreed price such guards and safety devices and supply all persons engaged in providing the Services with such safety clothing and protections as may be necessary to comply with the provisions of all health and safety legislation. The Seller shall keep the Buyer advised of any health or safety risks that may occur.
- 8.8 The Seller shall indemnify and keep indemnified the Buyer at all times against all claims, demands, liabilities, loss, damages, costs (on a full indemnity basis) and expenses (including legal expenses) incurred by the Buyer arising out of or in connection with (i) the loss of or damage to any property of any person; and (ii) the injury to or death of any person in each case that may arise out of or in connection with the provision of the Services (except to the extent the loss/damage, death or injury is caused by the negligence of the Buyer) and a "person" includes any employee of the Buyer.
- 8.9 All of the Seller's personnel shall remain at all times the employees of the Seller. The Seller shall be responsible for deduction and payment of all tax, national insurance contributions and other taxes and levies in respect of persons employed by the Seller and shall keep the Buyer indemnified against all liability to make such statutory payments that may be suffered or incurred by the Buyer.

9 **WARRANTIES AND LIABILITY**

- 9.1 In addition to the terms and duties implied by law the Seller warrants to the Buyer that the Goods and/or Services:
- 9.1.1 are of the quality, quantity and description described in the Contract and in any event will be at least of satisfactory quality as referred to in the Sale of Goods Act 1979;
 - 9.1.2 are free from defects in design, material and workmanship;
 - 9.1.3 correspond with any relevant Specification, including any version of DIN/ISO regulation specified, or where no particular version is specified, the latest version;
 - 9.1.4 are suitable for any purpose expressly or by implication made known to the Seller;
 - 9.1.5 are produced by applying a quality management system that complies with the requirements of the most recent version of the standards DIN/ISO 9001 (quality management – requirements) or a comparable standard;
 - 9.1.6 comply with all relevant statutory requirements and regulations;
 - 9.1.7 do not and will not at any future time, in any way infringe the Intellectual Property Rights or any other rights of any third parties; and
 - 9.1.8 are marked in accordance with the Buyer's instructions and any applicable requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.
 - 9.1.9 are no counterfeit Goods.

The warranties in clauses 9.1.1 to 9.1.4 shall only apply during the Warranty Period.

- 9.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified, experienced and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances from an experienced and professional service provider and in accordance with all relevant statutory requirements and regulations.

- 9.3 In addition to, and without prejudice to, the warranties above, the Seller hereby assigns to the Buyer the benefit of any manufacturer's warranty or guarantee that the Seller has in relation to parts, materials or equipment not manufactured by the Seller.
- 9.4 If any Goods and/or Services are not supplied or performed in accordance with the Contract, then without prejudice to any other rights or remedies it may have the Buyer shall be entitled:
- 9.4.1 to require the Seller or a third party, at the Seller's cost, to repair the Goods and/or correct the Services or at the Buyer's sole option to supply replacement Goods and/or re-perform Services either within 7 days of request or, in cases of particular urgency, immediately;
- 9.4.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods and/or Services or to supply any replacement Goods and/or Services, to treat the Contract as discharged by the Seller's breach, to decrease the price to be paid, and to require the repayment of any part of the price which has been paid; and
- 9.4.3 to require the Seller to reimburse reasonable inspection costs incurred by the Buyer.
- 9.5 Where any breach or breaches of the warranties are detected in more than 5% of products in a single delivery or delivery lot within the Warranty Period, the Buyer may in respect of all of the Goods and/or Services in the single delivery or in the delivery lot exercise the rights set out in clause 9.4.

10 **INDEMNITY**

- 10.1 The Seller shall indemnify and keep indemnified the Buyer at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by the Buyer arising out of or in connection with:
- 10.1.1 any breach of the Contract by the Seller;
- 10.1.2 any claim that the Goods and/or Services infringe, or their importation, use or resale, infringes, the Intellectual Property Rights of any person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
- 10.1.3 any liability (including under the Consumer Protection Act 1987 and any liability to any third party, including an employee of the Buyer) which arises from any defect in or failure of the Goods and/or Services (except to the extent caused by the Buyer) or which arises from any act or omission of the Seller, its employees, agents or sub-contractors;
- 10.2 The Seller shall maintain such insurance in respect of its liability, as a prudent insurance broker would recommend including product liability insurance. If requested by the Buyer, the Seller shall provide copies of all relevant policies and receipts for premiums.

11 **TERMINATION**

- 11.1 Without affecting any other rights and remedies it may have, the Buyer shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, without liability to the Seller.
- 11.2 Without affecting any other rights and remedies it may have, the Buyer shall be entitled to terminate the Contract and/or suspend its performance immediately without liability to the Seller by giving written notice to the Seller at any time if the Seller:
- 11.2.1 is in breach of any provision of, or purports to cancel, the Contract;
- 11.2.2 has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up, dissolution, administration, receivership (administrative or otherwise) or

bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the relevant party is incorporated, resident or carries on business;

11.2.3 is subject to a change of control (including any change of control which results from one or more persons acting in concert) and in this clause "control" shall have the meaning given to it by s840 Income and Corporation Taxes Act 1988

and in any other circumstances provided for in these terms and/or the Contract.

11.3 Any termination howsoever caused shall not affect:

11.3.1 any right or liabilities which have accrued prior to the time of termination;

11.3.2 the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force after termination including clauses 8 (Warranties) and 13 (Confidentiality).

11.4 Upon termination however caused the Seller shall immediately pay any sums owed to the Buyer. The Seller shall repay to the Buyer any sums paid by the Buyer for Goods and/or Services that have not been fully delivered or performed in accordance with the Contract at the date of termination.

11.5 Upon termination however caused the Seller shall immediately return all Specifications supplied by the Buyer and any other information or materials in its possession or under its control which belong to or were supplied by the Buyer, including any Confidential Information of the Buyer.

11.6 If the Seller intends to stop the production of any Goods and/or Services ordered by the Buyer within five years of the Contract or if the Seller intends to change the production process which leads to a modification of such Goods and/or Services, the seller shall inform the Buyer about such intentions immediately in Writing.

12 SPECIFICATIONS

12.1 All Specifications provided by the Buyer and all Intellectual Property Rights in or arising out of them and Goods made in accordance with such Specifications and/or any developments in such Goods shall vest in and remain at all times the property of the Buyer.

12.2 Where a Specification, Goods or any developments to Goods (each being "Works") are specifically produced or developed by the Seller for the Buyer, in connection with a Contract, all Intellectual Property Rights in such Works shall be the exclusive property of the Buyer. Such Specifications may only be used by the Seller as necessary to perform the Contract.

12.3 At the request of and at no additional cost to the Buyer, the Seller shall promptly do all such things and sign all documents or instruments necessary in the opinion of the Buyer to vest all Intellectual Property Rights in or arising out of any Works in the Buyer, absolutely and to enable the Buyer to defend and enforces its Intellectual Property Rights and shall at the Buyer's request procure a waiver of moral rights in any Works.

13 CONFIDENTIALITY

13.1 The Confidential Information of the Buyer shall include, without limitation, all Works created or developed for the Buyer pursuant to clause 12 and all information derived from any of them.

13.2 Neither party shall without the prior written consent of the other party (during and after termination of the Contract) use (other than in the performance of the Contract) or disclose to any other person any Confidential Information of the other party, except that any obligations contained in this clause

shall not prevent any disclosure of Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange or disclosure to a party's professional advisors acting in their capacity as such.

13.3 The Seller shall not publicise or disclose the existence or content of any Order or Contract, nor its relationship with the Buyer, without the prior written agreement of the Buyer.

14 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

14.1 To the extent determined by the Buyer in its absolute discretion from time to time, any members of the Buyer's Group (each being referred to in this clause as "third parties") shall be entitled in its own right to enforce, pursuant to the Contracts (Rights of Third Parties) Act 1999 ("TPA"), all rights and indemnities in these terms expressed to be in favour of the Buyer to the extent determined by the Buyer in its absolute discretion from time to time, as if such rights and indemnities were expressed to be for the benefit of the relevant third parties.

14.2 The Seller and the Buyer shall not be required to notify or obtain the consent of any third parties in order to rescind or vary the Contract or any provision of it. No third parties may assign or otherwise transfer any of their rights referred to in this clause 14.

14.3 Save as referred to in this clause, no provision of a Contract shall be enforceable pursuant to the TPA by any person who is not a party to it.

15 **GENERAL**

15.1 The Buyer may at any time assign, transfer, charge or deal in any other manner with any of its rights hereunder, or sub-contract any or all of its obligations hereunder.

15.2 The Seller shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations hereunder, nor purport to do so, nor sub-contract any or all of its obligations hereunder.

15.3 The Seller warrants that at all times it acts as principal and not as the agent of any third party.

15.4 If the Seller is unable to perform its duties and obligations under this Contract as a direct result of the effect of any fire, flood, earthquake or other act of God, act of government or state, war, civil commotion, insurrection or embargo, being events which are beyond its control but not including boycotts, strikes, lockouts or other industrial disputes (an "Event of Force Majeure"), it shall give written notice to the Buyer of the inability, stating the reason. Forthwith upon the reason ceasing to exist, the Seller shall give written advice to the Buyer of this fact. If a delay or default due to an Event of Force Majeure continues for more than a period of 30 days the Buyer shall be entitled to terminate this Contract by giving notice in writing.

15.5 Any notice to be given shall be in Writing, and may either be delivered personally, sent by first class prepaid post or transmitted electronically to the postal address, facsimile number or e-mail address or other electronic notification address of the recipient set out in the Contract or such other address as the recipient may designate by notice given pursuant to this clause. Each such notice shall be deemed to have been served, if by personal delivery, when delivered, if by post, 48 hours after posting, and, if sent electronically, when transmitted to the correct electronic address or number of the recipient.

15.6 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection herewith or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies.

- 15.7 If the whole or any part of any clause(s) are invalid or unenforceable the parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. Any such invalidity or enforceability shall not affect the validity or enforceability of any other provision.
- 15.8 Save as expressly provided herein, the rights and remedies provided by these terms are cumulative and (subject as otherwise provided in these terms) are not exclusive of any right or remedy provided by law. No exercise by a party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.
- 15.9 These terms, together with those set out in the Contract and the other documents entered into pursuant to the Contract, constitute the entire agreement and understanding of the parties and supersede any previous agreement or understanding between the parties with respect to the arrangements contemplated by or referred to in these terms and the Contract and, except in the case of fraud or fraudulent misrepresentation neither party shall be entitled to rely on any agreement, understanding, arrangement or representation which is not expressly set out herein.
- 15.10 Nothing in the Contract shall constitute a partnership, joint venture, representative or agency relationship between the parties hereto or be construed or have effect as constituting any relationship of employer and employee between the parties. Neither party shall have the authority to bind or pledge the credit of, or oblige, the other in any way without obtaining the other's prior written consent.

16 **GOVERNING LAW AND JURISDICTION**

These terms and the Contract shall be governed by and construed in accordance with English law. The parties hereto irrevocably submit to the exclusive jurisdiction of Courts of England and Wales.

Scheidt & Bachmann (UK) Ltd, January 2011