

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 In these Conditions:

"Applicable Laws"	means all applicable laws, statutes, regulation and codes from time to time in force.
"Bribery Laws"	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Conditions"	means these terms and conditions of purchase.
"Contract"	means the agreement between the Supplier and the Customer for the sale and purchase of the Products and/or Services incorporating the Conditions and the applicable Order or Statement of Work.
"Customer"	means Creative EC Limited.
"Customer IPRs"	means all Intellectual Property Rights of which the Customer is the owner or licensee and/or which are disclosed, licensed or provided to the Supplier pursuant to an Order or Statement of Work to enable the Supplier to manufacture the Products and/or provide the Services.
"Customer Materials"	means all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer under the Contract.
"Delivery" and "Deliver"	has the meaning given to it in Condition 6.1.
"Delivery Date"	means the date for delivery of the Products, as confirmed to the Customer in the Order Acceptance.
"Delivery Location"	means the Supplier's premises unless agreed otherwise between the parties in writing.
"Force Majeure Event"	means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom.
"Good Industry Practice"	means the standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced body engaged in a similar type of undertaking to the Supplier under similar circumstances.
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, 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.
"Order"	means an order for the Products from the Supplier placed by the Customer in accordance with Condition 3.
"Order Acceptance"	has the meaning given to it in Condition 3.4.
"Price(s)"	has the meaning given to it in Condition 4.1.

"Product"	means the products ordered by and supplied to the Customer as specified and agreed within an Order.
"Services"	means the services to be provided by the Supplier under a Statement of Work.
"Statement of Work"	means the document that describes the Services to be supplied pursuant to these Conditions, as agreed between the parties in writing and whether or not expressly referred to as a 'Statement of Work'.
"Supplier"	means the supplier as identified in the Order or Statement of Work.

1.2 INTERPRETATION

In these Conditions:

- 1.2.1 The headings in these Conditions are for convenience only and shall not affect the construction or interpretation of these Conditions.
- 1.2.2 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.2.4 A reference to a party is to a party to the Contract and includes that party's personal representatives, successors or permitted assignees.
- 1.2.5 A reference to a Condition is to the relevant clause of these Conditions.
- 1.2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.2.7 A reference to "writing" or "written" includes email.
- 1.2.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer.
- 2.2 The Contract shall be subject to these Conditions to the exclusion of all other terms and conditions. No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, confirmation of order, statement of work or other document shall form part of the Contract.
- 2.3 No variation to these Conditions or to an Order or Statement of Work to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory of each party.
- 2.4 If there is a conflict between these Conditions and the terms of any Order or Statement of Work, these Conditions shall prevail.

3. ORDER PROCESS

- 3.1 Each Order by the Customer to the Supplier shall be an offer to purchase Products subject to these Conditions. The Contract shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Order by the Supplier (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.
- 3.2 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier in accordance with Condition 3.1.
- 3.3 A Statement of Work shall only be deemed to be accepted when both parties sign such Statement of Work, at which point and on which date the Contract shall come into existence.

4. PRICE AND PAYMENT

- 4.1 The price for the Products shall be as set out in the Order and the price for the Services shall be as set out in the Statement of Work (the "Price"). The Supplier shall not be entitled to increase the Price following acceptance of the applicable Order or Statement of Work.

- 4.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies. The Supplier shall be responsible for obtaining and the cost of all export and import licences for the Products, and in the case of Products supplied from outside the UK, the Supplier shall ensure that accurate information is provided to the Customer as to the country or origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

- 4.3 The Supplier shall invoice the Customer for the Products at any time after Delivery, or as otherwise set out in the Order. The Supplier shall invoice the Customer for the Services as agreed within the Statement of Work. The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

- 4.4 Unless agreed otherwise in an Order or Statement of Work, the Customer shall pay all undisputed invoices to the bank account as nominated by the Supplier within 45 days of the date of each invoice/

- 4.5 Where any undisputed sums due under these Conditions are not paid in full by the due date the Supplier may, without limiting its other rights, charge interest on such sums at 3% a year above the base rate of the Bank of England from time to time in force. Interest shall accrue on a daily basis.

- 4.6 The Supplier shall not, under any circumstances, have the right to set off any amounts, claims, obligations or other monies owing, whether arising under or in connection with the Contract or in respect of any other transaction, against payments or other monies due from the Customer under this Agreement. All payments agreed to be made to the Customer shall be made without deduction or set-off.

5. SUPPLIER'S RESPONSIBILITIES

- 5.1 The Supplier shall deliver the Products and/or Services to the Customer in accordance with the applicable Order and/or Statement of Work.

- 5.2 The Supplier shall meet any delivery and performance dates specified in an Order and/or Statement of Work. Time for delivery and performance by the Supplier shall be of the essence of the Contract.

- 5.3 The Supplier shall maintain during the term of the Contract and for a period of six (6) years after its expiry, insurance policies that conform to industry standards for contracts similar in nature to those entered into between the parties under these Conditions. Such insurance policies shall provide comprehensive coverage for all liabilities that may arise under the Contract. The Supplier shall at the request of the Customer produce evidence that such policies are in place.

6. DELIVERY

- 6.1 The Products shall be deemed delivered:

6.1.1 if delivered by the Supplier, on arrival of the Products at the Delivery Location; or

6.1.2 if collected by the Customer, when the Supplier makes the Products available for collection at the Delivery Location, ("Delivery").

- 6.2 The Supplier may, with the prior written consent of the Customer, deliver Orders by instalments, which may be invoiced and paid for separately. References in these Conditions to Orders shall, where applicable, be read as references to instalments.

- 6.3 Each Order shall be accompanied by a delivery note from the Supplier showing the Order number, the date of the Order, the type and quantity of Products included in the Order, including the code numbers of the Products, and, in the case of an Order being delivered by instalments, the outstanding balance of Products remaining to be delivered.

- 6.4 The parties agree that if, in respect of an Order, the Supplier delivers up to and including 10% more or less than the quantity of Products ordered, the Customer shall be entitled to reject the Order.

7. MANUFACTURE, QUALITY AND PACKING

- 7.1 The Supplier shall manufacture, pack and supply the Products in accordance with all applicable generally accepted industry standards and practices.

- 7.2 The Supplier warrants that the Products shall, on Delivery:

7.2.1 conform to any specification agreed in writing between the parties, including within an Order;

<p>7.2.2 be of satisfactory quality and free from defects in design, material and workmanship;</p> <p>7.2.3 be fit and sufficient for the purpose for which such Products are ordinarily used and for any particular purpose made known to the Supplier by the Customer; and</p> <p>7.2.4 comply with all applicable statutory and regulatory requirements.</p>	<p>11.1 The Customer shall:</p> <p>11.1.1 co-operate with the Supplier in all matters relating to the Contract; and</p> <p>11.1.2 provide to the Supplier in a timely manner all Customer Materials reasonably required under an Order or Statement of Work or otherwise reasonably required by the Supplier in connection with the Contract.</p>	<p>under or in connection with the Contract. Each party shall ensure that its employees, officers, contractors, representatives or advisers (or those of its affiliates or subsidiaries) to whom it discloses the other party's confidential information are subject to appropriate obligations of confidentiality; and</p>
<p>7.3 The Supplier shall ensure that the Products are properly packed and secured in a manner to enable them to reach their destination in good condition.</p> <p>7.4 The Supplier shall obtain and maintain in force for the term of the Contract all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Products in accordance with the terms of the Contract.</p> <p>7.5 The Customer shall have the right to conduct audits and inspections of the Supplier's premises, facilities and records as necessary to verify compliance with the terms of the Contract, applicable laws, regulations and industry standards. The Customer shall provide at least five (5) working days prior notice to the Supplier of any such audit or inspection.</p>	<p>12. INTELLECTUAL PROPERTY RIGHTS</p> <p>12.1 It shall be a condition of the Purchase Order that none of the Products will infringe any IPRs of any third party. The Supplier shall indemnify and keep indemnified the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Customer may suffer or incur as a result of or in connection with any breach of this Condition 12.1.</p> <p>12.2 All IPRs:</p> <p>12.2.1 furnished to or made available to the Supplier by the Customer pursuant to the Purchase Order or Statement of Work shall remain vested solely in the Customer; and</p> <p>12.2.2 in any Project IPR shall vest in the Customer and the Supplier shall not retain any claim, license, or interest in such IPR. The Supplier shall take all necessary actions and execute any documents required to transfer and assign, at the Supplier's expense, all Project IPR to the Customer.</p>	<p>15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.</p> <p>15.3 No party shall use the 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.</p> <p>15.4 In the event that the Supplier provides Services as the Customer's data processor (as defined under the General Data Protection Regulation 2016/679 ("GDPR")), Exhibit A to these Conditions shall apply.</p>
<p>8. ACCEPTANCE AND DEFECTIVE PRODUCTS</p> <p>8.1 The Customer may reject any Products delivered to it that do not comply with Condition 7.2 above, provided that:</p> <p>8.1.1 notice of rejection is given to the Supplier:</p> <p>(a) in the case of a defect that is apparent on normal visual inspection, including but not limited to Products which are damaged in transit, within three Business Days of Delivery; and</p> <p>(b) in the case of a latent defect, within a reasonable time of the latent defect having become apparent.</p> <p>8.2 If the Customer rejects Products under Condition 8.1 then the Supplier shall, at the Customer's sole option:</p> <p>8.2.1 repair the rejected Products; or</p> <p>8.2.2 replace the rejected Products; or</p> <p>8.2.3 repay the price of the rejected Products.</p> <p>8.3 These Conditions shall apply to any replacement Products supplied by the Supplier.</p>	<p>12.3 The Supplier shall not (except to the extent necessary for the implementation of the Order/Statement of Work) without the prior written consent of the Customer, use or disclose any Customer IPR or Project IPR or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not use the Customer's name or logo without the Customer's prior written agreement.</p>	<p>16. INDEMNITY AND LIMIT OF LIABILITY</p> <p>16.1 Without prejudice to any rights or remedies of the Customer, the Supplier shall indemnify and keep indemnified the Customer on demand against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Customer may suffer or incur as a result of or in connection with:</p> <p>i) any damage to property or injury to persons (including death) which may result directly or indirectly from the provision of Services or any defect in the Products; ii) the negligence, willful misconduct, acts or omissions of the Supplier or any of its employees, agents or sub-contractors; and iii) any breach of the Supplier's obligations under the Contract.</p> <p>16.2 Nothing in the Contract shall limit or exclude the liability:</p> <p>16.2.1 of either party for death or personal injury resulting from negligence;</p> <p>16.2.2 of either party for fraud or fraudulent misrepresentation;</p> <p>16.2.3 of either party for any other liability which cannot otherwise be lawfully excluded or limited by law;</p> <p>16.2.4 in respect of the Supplier, for the Supplier's liability under the indemnities at Condition 16.1;</p> <p>16.2.5 in respect of the Supplier, for the Supplier's liability under Condition 15 (Confidentiality and Data Protection).</p>
<p>9. TITLE AND RISK</p> <p>9.1 Title and risk in the Products shall pass to the Customer on Delivery.</p> <p>10. SERVICES AND SERVICE ACCEPTANCE</p> <p>10.1 The Supplier represents and warrants that the Services shall be performed using reasonable care and skill and shall correspond in all material respects with the applicable Statement of Work.</p> <p>10.2 The Supplier represents and warrants that the Services shall be provided in accordance with Good Industry Practice and by personnel who are appropriately trained and qualified.</p> <p>10.3 In the event that the Customer reasonably believes that the Services provided by the Supplier do not conform to the agreed specifications, quality standards, or any other material requirements, whether as agreed within a Statement of Work or otherwise ("Non-Conformity"), the Customer shall have the right to reject such services in accordance with Condition 10.4 below.</p> <p>10.4 In the event of Services Non-Conformity, the Customer shall provide written notice to the Supplier specifying the reasons for its rejection of the Services, including a description of the Non-Conformity.</p> <p>10.5 Upon receiving notice of rejection, the Supplier shall have a reasonable opportunity to cure the Non-Conformity and re-perform the Services.</p> <p>10.6 If the Supplier fails to cure the Non-Conformity within a reasonable period, or if the Non-Conformity is incapable of being cured, the Customer shall the right to terminate the Contract with respect to the Non-Conforming services (the "Rejected Services"). Upon termination, the Supplier shall promptly refund any payments received from the Customer for such Rejected Services.</p> <p>10.7 Nothing within this Contract, including the rejection of services under this Condition 10, shall prejudice the Customer's rights to claim damages or any other remedies available under the Contract or at law.</p> <p>11. CUSTOMER'S OBLIGATIONS</p>	<p>13. COMPLIANCE WITH LAWS AND POLICIES</p> <p>In performing its obligations under the Contract, each party shall comply with all Applicable Laws.</p> <p>14. ANTI-BRIBERY</p> <p>14.1 For the purposes of this Condition 14 the expressions "adequate procedures" and "associated with" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.</p> <p>14.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use its best endeavours to ensure that:</p> <p>14.2.1 all of that party's personnel;</p> <p>14.2.2 all others associated with that party; and</p> <p>14.2.3 all of that party's subcontractors and supply chain,</p> <p>involved in performing the Contract so comply.</p> <p>14.3 Without limitation to Condition 14.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.</p> <p>14.4 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this Condition 14.</p> <p>15. CONFIDENTIALITY AND DATA PROTECTION</p> <p>15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the Products, Services, business, affairs, customers, clients, suppliers (or any other information which could reasonably be considered as confidential by its nature) of the other party or of any affiliate or subsidiary of the other party, except as permitted by Condition 15.2.</p> <p>15.2 Each party may disclose the other party's confidential information:</p> <p>15.2.1 to its employees, officers, contractors, representatives or advisers or those of its affiliates or subsidiaries who need to know such information for the purposes of exercising the party's rights (including as reasonably necessary for obtaining professional advice) or carrying out its obligations</p>	<p>16.3 Without prejudice to Condition 16.2, the Supplier's total liability to the Customer arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, for breach of statutory duty, misrepresentation, or otherwise, shall in all circumstances be limited to 125% (one hundred and twenty-five percent) of the sums paid or payable by the Customer for the Products or Services under the Statement of Work or Order that gave rise to the claim, or £1,000,000, whichever is the greater.</p> <p>16.4 Without prejudice to Condition 16.2, the Customer's total liability to the Supplier arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, for breach of statutory duty, misrepresentation, or otherwise, shall in all circumstances be limited to the total Price paid by the Customer for the Products or Services under the Statement of Work or Order that gave rise to the claim. In no event shall the Customer be liable for any direct, indirect, consequential, special, or incidental damages, losses, or expenses of any nature, arising out of or in connection with the Contract.</p> <p>17. CANCELLATION OF ORDERS</p> <p>17.1 The Customer is entitled to cancel any Order at any time on giving the Supplier prior written notice.</p> <p>17.2 In the event of cancellation of an Order under Condition 17.1, the Customer shall be entitled to a refund in respect of the Price paid for any Products not Delivered to the Customer as of the date of cancellation, provided that the Customer's refund entitlement under this Condition 17.2 does not include any amounts that the Supplier is unable to recover from its own suppliers or relevant third parties (the "Third Party Costs"). The Supplier shall use its best endeavours to recover such Third-Party Costs and mitigate any such Third-Party Costs which are unable to be recovered in full, and the Supplier shall provide evidence in writing to the Customer of such attempts to recover and/or mitigate any such costs.</p>

17.3 In the event of the Customer's cancellation under this Condition 17, the Customer shall have no further liability for any payments, including but not limited to the purchase price or any related fees or charges (including cancellation charges) specified under the cancelled Order.

18. TERM AND TERMINATION OF CONTRACT

18.1 These Conditions shall remain in place for a period of three (3) years, after which they shall expire unless the Customer elects to extend them for a further one (1) year period.

18.2 The Customer is entitled to terminate the Contract (including any Statement of Work) for convenience on giving the Supplier thirty (30) days' written notice.

18.3 Without affecting any other right or remedy available to it, either party may terminate the Contract (including any individual Order or Statement of Work) with immediate effect by giving written notice to the other party if:

18.3.1 the other party commits a material breach of any term of the Contract and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

18.3.2 if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the other party or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the other party or if the other party ceases or threatens to cease to carry on business.

19. CONSEQUENCES OF TERMINATION

19.1 On termination or expiry of the Contract:

19.1.1 The Supplier shall refund the Customer in full, on demand, for all amounts paid in advance by the Customer for Services which were not performed or accepted by the Customer as of the final date of termination;

19.1.2 The Supplier shall on request return any of the Customer Materials not used up in the provision of the Products or Services;

19.1.3 The Supplier shall provide reasonable assistance to facilitate a smooth transition of Products and/or Services to an alternative provider, as requested by the Customer. The Supplier shall use its best endeavours to minimise any disruption to the Customer's business operations.

19.2 The termination or expiry of the Contract (however caused) will not affect any rights and/or liabilities of either party which have accrued before termination or expiry, or any provision of Contract which expressly or by implication is intended to come into or continue in effect on or after termination or expiry.

20. FORCE MAJEURE

20.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

20.2 The Affected Party shall:

20.2.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 24 hours from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

20.2.2 use its best endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

20.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving written notice to the Affected Party.

21. GENERAL

21.1 Assignment and other dealings: The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer. The Customer shall be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

21.2 Modern Slavery: In performing its obligations under the Contract, each party will: i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes, including but not limited to the Modern Slavery Act 2015; and ii) maintain throughout the term of the Contract its own policies and procedures to ensure such compliance.

21.3 Waiver: A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by the Customer to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21.4 Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

21.5 Entire agreement: The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

21.6 No partnership or agency: Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21.7 Third party rights: No one other than a party to the Contract, their successors and permitted assignees shall have any right to enforce any of its terms.

21.8 No publicity: The Supplier shall not, without the prior written consent of the Customer, make any public statements, press releases, or engage in any form of public communication regarding the existence or details of the Contract, the business relationship between the parties, or any transactions or activities conducted under or in connection with the Contract.

21.9 Governing law and jurisdiction: 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. 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.