



TERMS AND CONDITIONS OF SUPPLY

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IMPORTANT

All orders for Products and Services (as defined below) submitted by the Customer to Iridium shall be subject to the following Terms & Conditions, which shall form part of and govern any contract for the supply of Products and Services between Iridium and the Customer ("a Contract"). Any terms or conditions to the contrary contained in any purchase order or other document whatsoever issued by the Customer shall be void and of no effect.

No waiver or amendment to these Terms and Conditions shall be effective unless made in writing and signed by both parties.

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TERMS AND CONDITIONS OF SUPPLY

1 DEFINITIONS

1.1 OVERVIEW

The following table describes the terms used within these Terms and Conditions:

TERM	DEFINITION
<i>Hardware</i>	Any computer hardware, new or used
<i>Software</i>	Any computer software whether embodied in ROM, RAM, firmware or on disk, tape or other media
<i>Customer</i>	The person, firm or Company ordering the Products
<i>Iridium</i>	Iridium Consulting Limited, or relevant associated company supplying Products to the Customer
<i>Product(s)</i>	Any item or items ordered by the Customer from Iridium from time to time, including Hardware or Software
<i>Service(s)</i>	Any consultancy ordered by the Customer from Iridium
<i>Deliverable(s)</i>	Any Product(s) and/or Service(s) supplied to the Customer
<i>Rental Product</i>	Any Product or Products rented to Customer

2 ORDERS

2.1 ORDER PROCEDURE

All orders shall be submitted by the Customer in writing by post, e-mail or facsimile and shall specify the type and condition of Products ordered, together with requested dates of delivery and delivery destination.

2.2 CONFIRMATION

The Customer shall confirm in writing, by post, e-mail or facsimile, any orders notified to Iridium by telephone.

2.3 ACCEPTANCE

An order shall only form a binding contract when accepted by Iridium. Acceptance of each individual order shall form a separate contract governed by these Terms and Conditions ("a Contract"). Customers' orders shall only be deemed to be accepted on issue of written acceptance by Iridium, or on despatch of Products by Iridium.

2.4 APPLICATION OF TERMS

These Terms and Conditions shall apply to all orders for Products and Services placed with Iridium, and any order placed with prior notice of these Terms and Conditions shall be deemed to be placed on the basis of these Terms and Conditions.

2.5 ERRORS

Iridium reserves the right to correct any clerical or typographical errors made by its employees or suppliers at any time.

3 PRICES

3.1 CURRENT PRICES

All prices quoted by Iridium in any estimate or quotation are those current at the time of the Customer's enquiry. If the price of 3^d Party Products or Services fluctuates between the Quotation date and Delivery date then Iridium reserve the right to pass on any such fluctuation to the Customer.

3.2 ERRORS AND OMISSIONS

While every effort is made to ensure the accuracy of prices or charges quoted by Iridium no responsibility is accepted by Iridium for any errors or omissions.

3.3 VAT

All quoted or publicised prices for Products and Services are exclusive of Value Added Tax, or other applicable sales taxes, which shall be paid by the Customer at the rate in force.

3.4 DELIVERY

All quoted or publicised prices for Products are exclusive of delivery charges. Where delivery is required, the cost will be due to be paid by the Customer and added to Iridium's invoice for Products. Appropriate delivery options will be made available to the Customer depending on the content of the Deliverable(s).

3.5 RENTAL PRICES

All rental prices quoted are on condition that the Products will be returned in the same condition that they were rented. Any Products returned damaged will incur an additional charge.

4 PAYMENT

4.1 CASH WITH ORDER

Until written credit terms have been agreed with Iridium, the Customer shall pay for all Products on a "cash with order" basis. Iridium reserves the right not to release Products for delivery or collection until such payment for Products is received in cleared funds.

4.2 CREDIT TERMS

Where credit terms have been agreed with Iridium, the Customer shall pay for the Products in accordance with the terms set out in the credit account offer letter which Iridium will send confirming payment terms, subject to the credit limit specified in such terms.

4.3 INSTALMENTS

If the Products are delivered in instalments Iridium reserves the right to invoice each instalment as and when delivery is made to the Customer, and payment shall be due on each invoice in accordance with these Terms and Conditions notwithstanding non-delivery of other instalments or non-fulfilment of the entire order.

4.4 CREDIT HOLD

Accounts that are overdue will be placed on "Credit Hold" and no further Products will be delivered or made available to the Customer until all payments due to Iridium under any contract of supply between Iridium and the Customer have been cleared. Repeated failure by the Customer to comply with Iridium's payment terms will result in permanent withdrawal of credit facilities.

4.5 NON-PAYMENT

If in Iridium's opinion the Customer's financial position does not justify the terms of payment previously agreed with the Customer Iridium may withdraw its credit terms, and if payment for the Products is not received by the due date Iridium may, without incurring any liability to the Customer:

- (i) Cancel any of the Customers' outstanding orders for Products; and/or
- (ii) Charge the Customer interest on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of three per cent per month.

5 DELIVERY

5.1 DELIVERY DATES

Any delivery dates quoted or publicised by Iridium whether verbally or otherwise are estimates only. While Iridium shall do all that it reasonably can to meet delivery dates included in any accepted order, it does not guarantee to meet such dates and shall have no liability to the Customer if it fails to meet them.

5.2 INSTALMENTS

Iridium shall be entitled to make deliveries of Products comprised in any order by instalments.

5.3 NOTIFICATION OF DAMAGE

In the event of any failure to deliver, any visible damage to Products prior to or in the course of delivery, or any visible non-conformance of delivered Products with the ordered Products, the Customer shall notify Iridium (with a copy to Iridium's carrier in the case of non-delivery or damage) of such failure, damage or non-conformance:

- (i) within five working days of delivery or collection (in the case of loss, damage or non-conformance); and
- (ii) within ten working days of the date of Iridium's invoice (in the case of non-delivery).

Iridium shall have no liability for any such failure, damage or non-conformance not notified within such period, and where no notice has been given within such period delivered Products shall be deemed to have been accepted by the Customer.

5.4 SUBSEQUENT CLAIMS

Iridium will accept no liability for any Products signed for as received in good condition (or words to that effect) that the Customer subsequently claims have arrived damaged.

5.5 RISK

The risk in the Products shall pass to the Customer on delivery of the same to the Customer, his agent or nominated carrier.

5.6 DELIVERY ADDRESS

Iridium warrants that in the design, manufacture, supply and installation of the products and/or performance of the Services (including all work at the Delivery Address) it will comply with the duties imposed on it by the Health & Safety at Work Act 1974 or any amendment thereto or re-enactment thereof and all other statutory provisions, byelaws, rules and regulations so far as they are applicable to such address or the Products and that it will perform the Contract so that no liabilities are incurred by the Customer under such statutory provisions, byelaws, rules and regulations or at common law.

Without prejudice to the generality above, Iridium (together with any authorised sub-contractor) or any person employed by or carrying out work on its behalf shall comply with all requirements as to security on entering or leaving the Delivery Address and comply with any instructions of the Customer or its authorised representatives pertaining to the carrying out of the Services at the Delivery Address.

6 TITLE

6.1 RETENTION

Notwithstanding any other provision contained in these Terms and Conditions (but without prejudice to clauses 7 and 8 below), the legal and equitable title to or in each Product shall remain with Iridium until payment in full of the purchase price (together with any interest and VAT thereon) has been received by Iridium in cleared funds in respect of:

- (i) That Product; and
- (ii) All other Products agreed to be sold by Iridium to the Customer for which payment is due.

6.2 INCORPORATION

The said title shall remain with Iridium notwithstanding that the Product or Products referred to in clause 6.1 above shall have been incorporated in or affixed to other Products including, for the avoidance of doubt, the storage of or incorporation of any Software in ROM, Ram or any other hardware, software or firmware other media whatsoever.

6.3 RE-DELIVERY

Until such time as, in accordance with the above provisions, the Customer becomes the owner of any Product, the Customer shall redeliver the Product to Iridium on demand.

6.4 RE-POSSESSION

If the Customer fails to redeliver any Product on demand in accordance with clause 6.3 Iridium shall be entitled, with or without notice, without incurring any liability to the Customer, to enter the Customer's premises for the purpose of taking possession of the Product and shall also have the right to:

- (i) Dismantle any product into which the Product has been attached;
- (ii) Detach the Product from any other goods to which the Product has been attached.

The Customer shall indemnify Iridium in respect of all Iridium's costs in connection with enforcing the provisions of this sub-clause.

6.5 SALE IN THE COURSE OF BUSINESS

Until such time as, in accordance with the above provisions, either the Customer shall have ceased to have the right to retain possession of the Product or shall have acquired the property in the Product, the Customer is hereby granted a licence by Iridium to sell the same by way of bona-fide sale in the ordinary course of business.

6.6 THIRD PARTY SALE

Where a Product is sold or otherwise disposed of to a third party before title to it has passed to the Customer, the sale will constitute a sale by the Customer of Iridium's property.

6.7 PROCEEDS OF SALE

If the Customer has not received the proceeds of any such sale or disposition it will, if required by Iridium, assign to Iridium forthwith all the rights against the person, firm, or company by whom the proceeds are owed.

6.8 RIGHTS OF ACTION

It is expressly agreed that Iridium may maintain an action for the price of any Product for which payment has not been made notwithstanding that property in the same has not passed to the Customer.

7 RENTAL PRODUCTS

7.1 OWNERSHIP

Title to and ownership of any Rental Product will at all times remain with Iridium. The Customer is responsible at all times for insuring all Rental Products.

7.2 REPLACEMENT

Iridium will charge the Customer the current market value for any Rental Products that are not returned or returned in damaged condition. Any rental continuing over the agreed time will be charged pro-rata per day and is subject to the consent of Iridium.

8 SOFTWARE PRODUCTS

8.1 TITLE TO SOFTWARE

In respect of Software, Title only to the materials upon which programs are recorded and not to the recorded programs shall pass to the Customer upon payment of the applicable price and other sums due. No ownership in, or title to any copyright, patent or other intellectual property rights in the Software shall be transferred to the Customer.

8.2 SHRINK-WRAP LICENCES

Use of Software shall be subject to the terms of any shrink-wrap licence or other licence agreement supplied with or attached to the Software or the Product within which the Software is comprised. The Customer shall ensure that all copies of Software Products which are supplied to end users or any other third party shall be accompanied by any licence agreement (whether shrink-wrap or otherwise) accompanying the Products or any other document which Iridium or its suppliers require.

8.3 SOFTWARE

All software delivered hereunder is supplied "as is" and the sole obligation of Iridium in connection with the supply of software is to maintain and supply (as far as is reasonably possible) a corrected version to the Customer in the event such software fails to conform to its product description or proves in any other way to be defective PROVIDED ALWAYS that the Customer notifies Iridium of any defect or non-conformance to product description not later than the end of the fifth working day following delivery.

All customers purchasing bespoke Product(s) should ensure that the licence negotiated with the production contract is sufficient to meet the needs of the Customer at all times. Should these needs change in the future there is a duty for the Customer to inform Iridium and to negotiate a suitable Licence and pay any fees to Iridium and third parties which may arrive out of such changes.

All software on any medium and its related documentation is supplied under licence of the appropriate proprietary owner. Title, ownership and Source Code to Software will not transfer to the Customer under any circumstances.

8.4 **MALICIOUS SOFTWARE**

No software forming part of the Products or resulting from the Services (including any bespoke software) contains or will contain any viruses, worms, trojan horses or other contaminants including but not limited to any codes or instructions that may be or will be used to access, modify, delete or damage any data files or other computer programs. For such purpose, Iridium warrants that it has, prior to any software installation and prior to delivery of the software and bespoke software and all updates thereto, used the most comprehensive and up-to-date virus checker subject to Iridium's best endeavours.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 **OWNERSHIP**

All copyright, patent, trade mark, design right and other intellectual and industrial property rights relating to the Products are and shall remain the property of Iridium or its suppliers as the case may be.

9.2 **INFRINGEMENTS**

The Customer shall notify Iridium immediately if it becomes aware of any illegal or unauthorised use of any of the Products or any of the intellectual property rights in the products and will assist Iridium and/or its suppliers in taking all necessary to defend the owners' rights.

10 CONFIDENTIALITY, DATA AND TRADE MARKS

10.1 **CONFIDENTIALITY**

Each party shall treat as confidential all Confidential Information and shall not divulge such Confidential Information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is required to be disclosed by law or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. If Iridium shall appoint any sub-contractor then Iridium may disclose Confidential Information to such sub-contractor subject to such sub-contractor signing a Non-Disclosure Agreement prior to commencement of any works effecting similar terms to the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

10.2 **DATA**

In performing the Services under the Contract Iridium may process personal data relating to the Customer's employees or customers. Iridium hereby warrants to the Customer that in such circumstances it will observe the obligations pertaining to a data processor under the Data Protection Act 1998.

10.3 **TRADE MARKS**

To the extent that it is necessary for Iridium to use any of the registered or unregistered trade marks, service marks, trade names or brand names of the Customer ("Trade Marks") in relation to the supply of any Deliverable(s), Iridium shall obtain the prior written consent from the Customer on each occasion of proposed use and shall comply with such stipulations and requirements as the Customer may impose from time to time in relation to the use of Trade Marks.

11 CANCELLATIONS AND RETURNS

11.1 RETURNS

The Customer shall not be entitled to return the Products or cancel orders without Iridium's prior consent. Such consent will not be given where the Products have been specially ordered by Iridium to meet the Customer's requirements. If Iridium accepts cancellation of an order it reserves the right to make a re-stocking charge of 15% of the invoice value of the order cancelled and to charge for the cost of return transport.

11.2 AUTHORISATION

Without prejudice to clause 10.1 Iridium will not accept Products for return or replacement unless Products are accompanied by a reference to a Return Goods Authorisation (RGA) Number issued by Iridium and are in stock condition, complete with all original packaging and are appropriately boxed.

11.3 CARRIAGE COSTS

The Customer shall, unless otherwise agreed, be responsible for the cost of carriage and insurance in respect of all Products returned to Iridium, which Products shall also be at the Customer's risk until actual receipt by Iridium.

12 PRODUCT WARRANTIES

12.1 MANUFACTURER'S WARRANTY

The Customer shall be entitled to the benefit of any warranty against any defect in the Products received by Iridium under any agreement with the manufacturers or supplier of Products. Iridium will ensure that all manufacturers' guarantees given to Iridium in relation to any proprietary items incorporated in the Products or any of the Products which are not of the Iridium's manufacture or used in the provision of the Services continue to be valid without restriction of any kind and will assign the benefit of such guarantees to the Customer.

12.2 DOA WARRANTY

Iridium offer a forty-eight hour Dead-On-Arrival (DOA) warranty on all Hardware, after which any obligations by Iridium for warranty of Products will cease.

12.3 IMPLIED WARRANTIES

Save as aforesaid all other warranties and conditions, whether express, implied, statutory or otherwise (other than in relation to title and quiet possession) are expressly disclaimed by Iridium and excluded to the fullest extent permitted by law.

In addition to all other warranties contained herein or implied by law, Iridium warrants that:

- (i) It has the skill and expertise to enter into, perform the obligations and give the warranties and undertakings specified in this Contract;
- (ii) It has the authority to act on behalf of all third party suppliers for the purposes of this Contract;
- (iii) It will continue to be in a position to support the Product(s) resulting from the Services for a period of not less than two (2) years from acceptance by the Customer;
- (iv) It is adequately insured for all liabilities specified herein;

- (v) Any design or work forming part of the Products or created through the provision of the Services will be original and that Iridium will not infringe any third party copyright or other Intellectual Property Rights in the course of performing its obligations under this Contract;
- (vi) Where applicable, neither the performance nor functionality of the Deliverable(s) supplied under this Contract shall be affected by dates prior to, during and after the year 2000 and they shall conform to the BSI definition of conformity (DISC PD 2000-1);
- (vii) Where applicable, all Products comprising software will be capable of converting accurately to and from the Euro.

13 LIABILITY

13.1 LIMITATION

Except in respect of personal injury or death caused by Iridium's negligence (for which no limit shall apply) Iridium's liability under any Contract shall be limited to the amounts payable by the Customer under such Contract.

13.2 CONSEQUENTIAL LOSS

Iridium shall not be liable for any:

- (i) indirect or consequential loss,
- (ii) loss of profits or business,
- (iii) loss of anticipated savings, or
- (iv) loss of or damage to data.

14 TERMINATION

14.1 TERMINATION BY CUSTOMER

The Customer shall be entitled to terminate this Contract without liability to Iridium by giving notice to Iridium at any time if:

- Iridium commits a serious breach of this Contract or repeats a breach after receiving notice from the Customer specifying the breach and requiring its remedy; or
- Iridium makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes bankrupt or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- A person or body with the benefit of a mortgage or charge takes possession, or a receiver is appointed, of any of the property or assets of Iridium; or
- Iridium ceases, or threatens to cease, to carry on business; or
- Anything analogous to any of the above occurs in relation to Iridium in any jurisdiction; or
- The Customer reasonably apprehends that any of the events mentioned above is about to occur in relation to Iridium and notifies Iridium accordingly.

14.2 TERMINATION FOR BREACH

Notwithstanding anything else contained in these Terms and Conditions, any Contract may be terminated by Iridium forthwith by giving notice in writing to the Customer of a material breach of any term of the Contract where (in the case of a breach capable of being

remedied) the Customer shall have failed, within 30 days after the receipt of a request in writing so to do, to remedy the breach.

14.3 INSOLVENCY

Any Contract may be terminated if the Customer shall:

- (i) Be in default in making payment for any of the Products supplied by Iridium; or
- (ii) Give notice to its creditors or any of them that it has suspended or is about to suspend its business or payment of its accounts, or
- (iii) Be unable to pay its debts or have no reasonable prospect of being able to pay its debts; or
- (iv) Be the subject of an order shall or an effective resolution passed for the winding up of the Customer (other than for the purpose of a re-construction or amalgamation); or
- (v) Have an administrator, receiver appointed of the whole or any part of the undertaking or assets of the Customer ;

And in any such case Iridium shall have the rights set out previously in respect of any Products in the possession of the Customer in respect of which title has not passed to the Customer.

14.4 ACCRUED RIGHTS

Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

15 GENERAL

15.1 ENTIRE AGREEMENT

The Customer warrants that it has not relied on any oral representation made by Iridium or upon any descriptions or illustrations contained in any catalogue or publicity material produced, supplied or recommended by Iridium which are only intended to convey a general idea of the products mentioned therein save that this shall not exclude any liability for fraudulent misrepresentation.

15.2 MODIFICATIONS

Iridium may modify the specification of the Products to be supplied by Iridium and/or substitute substantially conforming components provided the modifications and/or substitutions do not adversely affect performance. Iridium will wherever practical advise the Customer of all such modifications or substitutions in advance of delivery of the Products to the Customer.

15.3 RELATIONSHIP

It is hereby expressly understood that the Customer is not acting as agent of Iridium.

15.4 ASSIGNMENT

The Customer shall not assign or otherwise transfer any Contract or any of its rights and obligations under any Contract whether in whole or in part without the prior written consent of Iridium.

15.5 **SEVERABILITY**

If any clause, sub-clause or other part of these Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining clauses or remainder of the clause in question shall continue in full force and effect.

15.6 **FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing any of its obligations hereunder if caused by circumstances beyond that party's reasonable control.

15.7 **NOTICES**

All notices, which are required to be given hereunder, shall be sent to the registered address of the party in question.

15.8 **EXPORT CONTROL**

The Customer acknowledges that the Products may be subject to export controls imposed by the United Kingdom or other Governments and undertake to apply for and obtain any necessary licences or other consents that may be necessary to export or take the Products (or any part thereof) out of the United Kingdom.

15.9 **HEADINGS**

The headings to the clauses and sub-clauses of these Terms and Conditions are included for convenience only and shall not affect their interpretation or construction.

15.10 **TERMINATION**

Unless otherwise agreed by the parties, either party may give one month's (30 days) prior written notice to the other to terminate any or all Contracts, without further liability to the other party, except as expressly set out in the Contract.

16 LEGAL

16.1 **LAW**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English Courts.