

Standard Terms and Conditions of Rental

1. DEFINITIONS

- 1.1 These terms and conditions ("**Conditions**") apply to business-to-business transactions only. The following expressions shall have the meanings ascribed to them below:

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

Company: means Hamilton Rentals Limited, whose registered office is at Saxon House, Oaklands Park, Fishponds Road, Wokingham, Berkshire, RG41 2FD (company number 01041096).

Contract: means the contract between the Company and the Customer for the supply and rental of the Equipment formed in accordance with Condition 2.1.

Customer: means the registered company or other entity with whom the Contract is made by the Company for the rental of equipment.

Delivery: the delivery of the Equipment to the Customer (or its designated carrier) either by way of collection from the Company or by way of drop off by the Company to the Customer Site, whichever is applicable and as specified in the Contract.

Delivery Date: means the date that the Equipment is collected by the Customer from the hirer's Site or the date of delivery of the Equipment to the Customer Site (whichever is applicable) and as specified in the Contract.

Equipment: means any hardware, software, cables, packaging, materials, manuals, documentation, accessories whether embedded or physical, or articles or any of them described in the Contract (including all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.)

Force Majeure Event: means any event which is beyond either Party's reasonable control, which prevents or delays substantial performance under the Contract. This shall include, but is not limited to; acts of God, flood or earthquake, war, civil commotion, epidemic/pandemic, government action or terrorist attack (or threat of terrorism), pandemic, epidemic, computer or network failure or malfunction. This shall exclude strikes or any other forms of industrial action by personnel, agents, or subcontractors of that party; or any failure of any subcontractor to perform its obligations;

Purchase Order (PO): means an order in writing (whether in hard copy or electronic form) issued by the Customer to the Company.

Quotation: means the quotation issued by the Company in response to a request for Quotation for the rental of Equipment detailing the Rental Payments and Rental Period **and incorporating** these Conditions. Quotations are valid for 30 days from date of issue and Equipment detailed therein and subject to availability.

Rental Payments: means the payments made by the Customer to the Company for the hire of the Equipment.

Rental Period: means the period of hire specified in the Contract.

Site: means premises or location at which the Equipment is to be stationed as specified in a Purchase Order.

- 1.2 Condition, Schedule, and paragraph headings shall not affect the interpretation of these Conditions.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless expressly provided otherwise in these Conditions, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless expressly provided otherwise in these Conditions, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provisions.
- 1.9 A reference to **writing** or **written** excludes fax but not email.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. Status of these Conditions

- 2.1 These Conditions shall be incorporated into all Contracts between the Parties for the rental of Equipment. A Contract is formed once a Purchase Order is issued by the Customer in response to a Quotation and accepted by the Company ("**Contract**"), excluding all other terms and conditions the Customer seeks to impose or incorporate within its Purchase Order, or which are implied by trade, custom, practice or course of dealing.

3. Rental Payment

- 3.1 The Customer shall pay the Rental Payments to the Company in accordance with the Quotation. The Rental Payments shall be paid in GBP and shall be made by BACS (Banking Automated Clearing System), electronic transfer of funds or such other means as the Parties may agree.
- 3.2 The Company does not grant credit facilities automatically, should the Company grant the Customer credit facilities, payment of all sums shall be made strictly within fifteen (15) days of the invoice date. The Company reserves the right to withdraw credit facilities at any time.
- 3.3 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 3.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.5 If any undisputed sum payable under the Contract is not paid when due, the Company shall be entitled to claim interest from the due date until payment is made in full at the rate of three per cent (3%) per annum over the Bank of England Bank Rate from time to time but at four per cent (4%) a year for any period when that base rate is below 0%.
- 3.6 Unless otherwise agreed in the Contract, all annual Charges are subject to an annual increase in line with the prevailing RPIX percentage, which shall be applied on an annual basis at the then prevailing rate.
- 3.7 The Contract shall be automatically renewed at the end of the Rental Period unless the Company receives notice in writing from the Customer not less than five (5) Business Days prior to the end of the Rental Period. Any such renewal shall be subject to the terms of the original Contract and shall be for the same duration as the original Rental Period.
- 3.8 All Rental Payments are exclusive of the costs of carriage, insurance and collection (as appropriate) all of which shall be payable by the Customer.
- 3.9 The Company reserves the right to increase the Rental Payments of Equipment to reflect any change in delivery dates, quantities or specifications which is requested by the Customer, or any delay caused by the Company or any failure of the Company to perform its obligations for the Equipment or to give the Company adequate information or instructions.

4. Delivery

- 4.1 The Delivery Dates are estimates only.
- 4.2 All costs associated with export or import clearance shall be included in the Quotation and payable by the Customer.
- 4.3 The Customer shall procure that a duly authorised representative of the Company shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Company has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Company, the Company's duly authorised representative shall sign a receipt confirming such acceptance.
- 4.4 Upon the Company's written request and expense, the Customer may install the Equipment at the Site as specified in the Contract.
- 4.5 To facilitate Delivery and installation, the Company shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.
- 4.6 If the Company fails to accept Delivery of the Equipment on the Delivery Date, then, except where such failure is caused by the Company's failure to comply with its obligations under the Contract the Company shall store the Equipment until Delivery takes place and charge the Company for all related costs and expenses (including insurance).

5. Title, Risk and Insurance

- 5.1 The Equipment shall at all times remain the property of the Company, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Conditions).
- 5.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Company during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer until such time as the Equipment is redelivered to or collected by the Company.
- 5.3 The Equipment shall at all times remain the property of the Company, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the relevant Contract).

- 5.4 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on the Delivery Date. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer until such time as the Equipment is redelivered to or collected by the Company. During the Rental Period, the Customer shall at its own expense, obtain and maintain the following comprehensive insurances with a reputable insurance company:
- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident and such other risks as the Company may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Company may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Lessor may from time to time consider reasonably necessary and advise to the Lessee in writing.
- 5.5 If the Customer fails to effect or maintain any of the insurances required under these Conditions, the Company shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 5.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Company and proof of premium payment to the Company to confirm the insurance arrangements.
- 5.7 The Customer shall ensure it provides the Company with at least five (5) Business Days' prior written notice of any cancellation or material change to any insurance policies referred to in Condition 5.4 (including any reduction in coverage or policy amount).
- 5.8 The Customer shall give immediate written notice to the Company in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Company's possession or use of the Equipment.

6. Customer Obligations

6.1 The Customer shall during the term of the Contract:

- (a) retain all packaging material for the Equipment, including any pallets upon which the Equipment is delivered. Where the Customer requires the packaging material to be removed, the Company shall quote for any additional expenses incurred for such removal;
- (b) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent personnel in accordance with any operating instructions;
- (c) take such steps (including compliance with all safety and usage instructions provided by the Company) as may be necessary to ensure the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by the Customer;
- (d) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on Delivery (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- (e) not alter the Equipment and shall not remove or deface any existing component (or components) from the Equipment unless expressly authorised in writing by the Company. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Company immediately on installation;
- (f) keep the Company fully informed of all material matters relating to the Equipment;
- (g) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without the Company's prior written consent;
- (h) upon receiving reasonable notice, permit the Company access to the Site or any premises at which the Equipment may be located in order to inspect the Equipment;
- (i) maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Company, together with such additional information as the Company may reasonably require;
- (j) not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (k) not obliterate, move or deface, or cover up any identification plates or marks affixed to the Equipment by the Company;

- (l) not without the prior written consent of the Company, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Company against all losses, costs or expenses incurred as a result of such affixation or removal;
- (m) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Company in the Equipment and, where the Equipment has become affixed to any land or building, the Company must take all necessary steps to ensure that the Company may enter such land or building and recover the Equipment both during the term of the Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Company of any rights such person may have or acquire in the Equipment and a right for the Company to enter onto such land or building to remove the Equipment;
- (n) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Company and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Company on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (o) not use the Equipment for any unlawful purpose;
- (p) ensure that at all times the Equipment remains identifiable as being the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (q) at the end of the Rental Period remove all password encryptions within the Equipment re-set to the password provided at the start of the Rental Period by the Company;
- (r) deliver up or return the Equipment at the end of the Rental Period or on earlier termination of the Contract at its own risk and unencumbered and in good repair, condition and working order (fair wear and tear excepted) at such address as the Company requires, or if necessary allow the Company or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
- (s) All packing materials are chargeable at the Company's then prevailing rate if not returned or if found to be damaged when returned to the Company;

- (t) notify the Company of any Equipment not delivered or removed at expiry of the Rental Period in accordance with 6.1(r). Any Equipment not returned within five (5) Business Days, unless notified otherwise will be invoiced at the manufacturer's then current list price which, at the time, are the same as or the closest available equivalent to such Equipment;
- (u) not do or permit to be done anything which could invalidate the insurances referred to in Condition 5.4.

6.2 The Customer acknowledges that the Company shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Lessee shall indemnify the Lessor in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of, or in connection with any failure by the Lessee to comply with its obligations in this Condition 6.

7. Software

- 7.1 If any Operating System or Application Software is included in the Equipment, the Customer guarantees that the only copies of these made will be for the purpose of security back-up. The Customer undertakes to destroy any such back-up copies at the completion of the Rental Period or any extension thereof.
- 7.2 Where the Customer has requested the Company to install Software other than the Operating System on the Equipment, the Customer declares that they are the holder of a legitimate licence to the Software and have the right to install the Software. The Customer agrees to indemnify and keep indemnified the Company from any loss or damage arising from or in connection with the installation or use of the Software.

8. Data Wiping

- 8.1 On return of the Equipment to the Company at the end of the Rental Period, the Company carries out data wiping of the Equipment ("**Data Wiping**") to remove all data and information which may include personal data ("**Data**"). As the Customer is owner and/or controller of the Data, it expressly instructs and authorises the Company to delete and destroy the Data from the Equipment immediately on return of the Equipment. The Customer is accordingly advised to keep copies of any Data before the Equipment is returned to the Company. The Customer agrees that the Company is not responsible for any loss or destruction of Data arising from the Data Wiping.

9. Warranty

- 9.1 The Customer expressly acknowledges that the Company is not the original manufacturer of the Equipment, and that the Equipment has been selected by the Customer as suitable for its purpose. All conditions, warranties or representations whether express or implied or statutory or otherwise in respect of the Equipment or its fitness for any particular purpose are hereby expressly excluded to the fullest extent permitted by law.
- 9.2 The Company warrants that the Equipment shall substantially conform to its specification (as made available by the Company), be of satisfactory quality and fit for any purpose held out by the Company. The Company shall use reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within such period identified within the Contract, provided:
- (a) the Customer notifies the Company of any defect in writing within two (2) Business Days of becoming aware of the defect;
 - (b) the Company is permitted to make a full examination of the alleged defect;
 - (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Company's authorised personnel;
 - (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
 - (e) the defect is directly attributable to defective material, workmanship or design.
- 9.3 The Customer shall be entitled only to such warranty or other benefit as the Company has received from the manufacturer of the Equipment.
- 9.4 If the Company fails to remedy any material defect in the Equipment, the Company may accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the Contract.

10. Limitation of Liability

- 10.1 Neither Party excludes or limits its liability to the other:
- (a) for personal injury or death caused by its negligence;
 - (b) for any matter for which, under applicable law, a Party cannot exclude or limit or attempt to exclude or limit its liability;
 - (c) for fraud or fraudulent misrepresentation.

- 10.2 Subject to Condition 10.1 and 10.4, the Company's total liability to the Customer arising under or in connection with any Contract whether for breach of contract, tort, breach of statutory duty or otherwise shall not exceed 100% of the Rental Payments made by the Customer under that Contract.
- 10.3 Subject to Condition 10.1, 10.4 and any indemnitees agreed herein, the Customer's total liability to the Company arising under or in connection with the Contract whether for breach of contract, tort, breach of statutory duty or otherwise shall not exceed the greater of 100% of the Rental Payments made by the Customer under the Contract or the total replacement value of the Equipment.
- 10.4 Subject to Condition 10.1, neither Party shall have any liability to the other Party for:
- (a) any indirect, special or consequential loss;
 - (b) any loss of profits, loss of revenue or loss of anticipated savings;
 - (c) loss of agreements or contracts;
 - (d) damage to reputation or goodwill; and
 - (e) loss of use or corruption of software, data or information.

11. Termination and Cancellation

- 11.1 Either Party may by written notice to the other Party, terminate the Contract if the other Party is in material breach of any condition(s) of the Contract, which is either:
- (a) not capable of remedy; or
 - (b) being capable of remedy, has not been remedied within thirty (30) days after written notice from the other Party requiring it to do so.
- 11.2 Either Party may terminate the Contract at any time with immediate effect if:
- (a) a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the other Party, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction;
 - (b) the other Party becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over any of its property or assets;
 - (c) the other Party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due;

- (d) the other Party commits a breach under Condition 13 (Anti-Bribery and Corruption); or
 - (e) a Force Majeure Event affecting the other Party continues for a period of sixty (60) days.
- 11.3 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Company if there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 11.4 Save for the termination rights above, the Customer shall not have the right to terminate the Contract for convenience. The Customer shall pay the Rental Charges for the duration of the Rental Period, unless agreed otherwise by the Parties in writing. The Company reserves the right to issue an additional cancellation charge no less than fifteen (15%) of the Rental Payments due under the Contract, such charge shall be a reasonable estimate of loss arising from such termination.
- 11.5 In the event of termination or expiry of the Contract:
 - (a) the Contract shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and
 - (b) the rights of either Party accrued on or prior to termination or expiry shall remain unaffected.

12. Consequences of Termination

- 12.1 On termination of the Contract, however caused:
 - (a) the Company may retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
 - (b) without prejudice to any other rights or remedies of the Company, the Customer shall pay to the Company on demand:
 - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Condition 3.5; and
 - (ii) any costs and expenses incurred by the Company in recovering the Equipment or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

13. Anti-Bribery and Corruption

13.1 Each Party, including any of its employees, agents, consultants, contractors and subcontractors, shall:

- (a) act in accordance with all applicable laws relating to bribery and the non-payment of secret commissions ("**Anti-Corruption Laws**");
- (b) not do, or omit to do anything likely to cause the other Party to be in breach of Anti- Corruption Laws;
- (c) not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;
- (d) maintain an effective anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance with Anti-Corruption Laws including the monitoring of compliance and detection of violations; and;
- (e) reasonably assist the other Party at the other Party's expense, to comply with Anti- Corruption Laws.

14. Force Majeure

14.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.2 Each Party shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

15. Confidential Information

15.1 Each party undertakes that it shall not at any time during the term of these Conditions, and for a period of [two] years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Condition 15.2.

15.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Conditions. Each party shall ensure that its employees,

officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with Condition 15; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Neither 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 these Conditions.

16. Non-solicitation

16.1 The Parties undertake that for the term of any Contract and for a period of twelve (12) months thereafter that they shall not solicit, entice away or engage in any capacity any employee or contractor of the other Party who has become known to that Party in the course of the Contract.

16.2 Condition 16.1 shall not apply in respect of any employee or contractor of the other Party, who has responded directly to a public recruitment advertisement or who has approached the other party of their own volition.

17. General

17.1 **Assignment and other dealings:** The Company may assign the Contract or sub-contract the whole or any part thereof to any third party. The Customer shall not assign the Contract or any of its rights or obligations hereunder without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.

17.2 **Notices:** Where the Contract requires notice to be given, such notice shall be in writing and shall be delivered by hand, e-mail, courier, first class post or special delivery post to the following:

- in the case of delivery to the Company, to the CEO at Saxon House, Oaklands Park, Fishponds Road, Wokingham, Berkshire, RG41 2FD;
- in the case of delivery to the Customer to a Director at the Customer's registered office address.
- in the case of email to the Company, to info@hamilton.co.uk. If a non-automated confirmation of receipt is not received within 24 hours of sending, then another method of delivery shall also be used but this shall not affect the deemed receipt of the email.

- in the case of email to the Customer, to an email address previously used by the Customer for the purposes of receiving a Quotation and which the Company has reasonable grounds to believe is in use, if a non-automated confirmation of receipt is not received with 24 hours of sending then another method of delivery shall also be used but this shall not affect the deemed receipt of the email.

Notices will be deemed to have been duly served if delivered by hand or by courier at the time of delivery; if by email at the time of sending; if delivered by first class post or special delivery post 48 hours after being posted, provided that where in the case of delivery by hand, email or courier such delivery occurs either after 4.00 pm on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00 am on the next Business Day.

- 17.6 **Severance.** If any provision or part-provision of the Contract are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed omitted, all other provisions shall remain in full force and effect.
- 17.7 **Waiver.** No waiver by the Company of any breach by the Customer of its obligations hereunder shall constitute a waiver of any subsequent breach thereof.
- 17.8 **Third Party Rights.** These Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.
- 17.9 **Entire agreement:** These Conditions govern the Contract and detail all the terms which the Company and Customer have agreed in relation to the rental of Equipment, superseding any prior written or oral agreements, representations or understandings between the Parties relating to the Equipment. Each Party acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the other Party which is not set out in the Contract and agrees that it shall have no claim in respect of the same.
- 17.10 **Governing law:** These Conditions and the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.