General Terms and Conditions of Purchase for Products and Services

1. Definitions

1.1 "**Affiliate**" shall mean in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of such body corporate, and any subsidiary or subsidiary undertaking of any such holding company.

1.2 **"Agreement"** the Agreement between B. Braun and the Contractual Partner for the supply of Products and/or Services including; the Invitation to Tender (if applicable), Contractual Partner's response (if applicable), the Fixed Pricing Agreement or Commercial Term Sheet (if applicable), the Purchase Order (if applicable), these Terms and Conditions of Purchase and any other Schedules, Appendices or other documents agreed by the parties.

1.3 **"B. Braun"** the purchaser of the Products and/or Services.

1.4 **"Business Day"** shall mean a day (other than a Saturday, Sunday or public holiday in England) between 9am and 5pm.

1.5 **"Conditions"** these terms and conditions as amended from time to time.

1.6 **"Contractual Partner"** the person or firm or company from whom B. Braun purchases the Products and/or Services.

1.7 **"Personnel"** shall mean employees, officers, agents and contractors, including temporary or casual staff.

1.8 **"Products"** the products agreed to be supplied to B. Braun by the Contractual Partner.

1.9 **"Services"** the services agreed to be provided to B. Braun by the Contractual Partner.

2. Interpretation

2.1 Headings are purely for ease of reference and do not form part of or affect the interpretation of the Conditions.

2.2 In the event of a conflict the contractual documents shall be applied in the following order:

2.2.1 The Invitation to Tender, if applicable; and/or

2.2.2 The Contractual Partner's Response, if applicable; or

2.2.3 The Fixed Pricing Agreement or Commercial Term Sheet, if applicable; or

2.2.4 The Purchase Order, if applicable; and

2.2.5 These Conditions; and

2.2.6 Any other Schedules, Appendices or documents agreed by the parties.

2.3 No other terms and conditions or warranties are to be incorporated into the Agreement unless agreed expressly in writing by B. Braun. In particular, the Contractual Partner's terms and

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conditions are expressly excluded whether provided in full, referred to in other documents and whether before or after formation of the Agreement.

2.4 The Agreement will be formed upon B. Braun sending the purchase order to the Contractual Partner.

2.5 B. Braun may update or amend these Conditions from time to time to comply with the law or to meet changing business requirements without notice to the Contractual Partner.

3. Pre-contract Obligations

3.1 Prior to the commencement of the Agreement, the Contractual Partner shall be responsible for satisfying itself of the feasibility of B. Braun's requirements.

4. Supply of Products

4.1 The Contractual Partner shall ensure that the Products shall:

4.1.1 correspond with their description and any applicable specification; and

4.1.2 be of satisfactory quality (within the meaning of the Sale of Products Act 1979) and fit for any purpose held out by the Contractual Partner or made known to the Contractual Partner by B. Braun, expressly or by implication, and in this respect B. Braun relies on the Contractual Partner's skill and judgment; and

4.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products.

4.2 The Contractual Partner shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Products.

4.3 B. Braun shall have the right to inspect and test the Products at any time before delivery.

4.4 If following such inspection or testing B. Braun considers that the Products do not conform or are unlikely to comply with the Contractual Partner's undertakings at clause 4.1, B. Braun shall inform the Contractual Partner and the Contractual Partner shall immediately take such remedial action as necessary to ensure compliance.

4.5 Notwithstanding any such inspection or testing, the Contractual Partner shall remain fully responsible for the Products and any such inspection or testing shall not reduce or otherwise affect the Contractual Partner's obligations under the Agreement, and B. Braun shall have the right to conduct further inspections and tests after the Contractual Partner has carried out its remedial actions.

4.6 Following inspection, B. Braun reserves the right to reject any Products which do not conform with the requirements of the Agreement, in full or in part.

4.7 If Products are imported into the UK under this Agreement, title shall pass to B. Braun at the point of export and risk shall pass upon delivery. In all other cases, risk and title shall pass to B. Braun upon delivery.

4.8 If Products are being imported from outside of the UK, B. Braun will inform the Contractual Partner of the Incoterms® which will apply to the relevant delivery. In the absence of any such notification from B. Braun DAP of Incoterms® 2020 will apply.

5. Supply of Services

5.1 For the duration of this Agreement, the Contractual Partner shall provide the Services to B. Braun in accordance with the terms of the Agreement.

5.2 The Contractual Partner shall meet any performance dates for the Services specified by B. Braun to the Contractual Partner.

5.3 In providing the Services, the Contractual Partner shall:

5.3.1 co-operate with B. Braun in all matters relating to the Services, and comply with all instructions of B. Braun;

5.3.2 perform the Services with reasonable skill and care in accordance with best practice in the Contractual Partner's industry, profession or trade;

5.3.3 use personnel who are suitably qualified and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractual Partner's obligations are fulfilled in accordance with the Agreement;

5.3.4 ensure that Services conform with all descriptions and specifications detailed by B. Braun;

5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6 use the best quality Products, materials, standards and techniques, and ensure that all Products and materials supplied and used in the Services or transferred to B. Braun, are free from defects in workmanship, installation and design;

5.3.7 obtain, and at all times maintain, all necessary licences and consents, and comply with all applicable laws and regulations;

5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of B. Braun's premises;

5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by B. Braun to the Contractual Partner (**"the Customer Materials"**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to B. Braun, and not dispose or use the Customer Materials other than in accordance with B. Braun's written instructions or authorisation; and

5.3.10 not do or omit to be done anything which may cause B. Braun to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Contractual Partner acknowledges that B. Braun may rely or act on the Services.

6. Liability and Indemnity

6.1 Subject to clause 6.4 and notwithstanding clause 6.3, the Contractual Partner shall indemnify and keep indemnified B. Braun in full against all direct or indirect loss (which for the avoidance of doubt will include loss of profit and management time) incurred by B. Braun in connection of this Agreement.

6.2 The maximum total liability under or arising out of in connection with this Agreement will not exceed the sum of £1,000,000, or the total of the Agreement value, or any sum as detailed in the Agreement whichever is the greater.

6.3 Subject to clause 6.4 neither party will in any circumstances have any liability (whether direct or indirect) for:

6.3.1 loss of business opportunity; or

6.3.2 loss of goodwill; or

6.3.3 any consequential loss or damage.

6.4 Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury resulting from negligence, or their fraudulent acts, omissions or statements or for infringement of a third party's intellectual property rights.

6.5 The parties hereby acknowledge and agree that the limitations of liability referred to in clause 6 are fair and reasonable, reflected in the level of charges and fees charged pursuant to this Agreement and the relevant insurance covers maintained by the Contractual Partner.

6.6 This Clause 6 shall survive termination of the Agreement.

7. Insurance

7.1 During the term of the Agreement and for a period of 6 years thereafter, the Contractual Partner shall maintain in force, with a reputable insurance company, employer's liability insurance, public liability insurance, product liability insurance (if applicable) and professional indemnity insurance (if applicable), to cover the liabilities that may arise under or in connection with the Agreement, and shall, on B. Braun's request produce both the insurance certificate giving details of cover and the receipt of the current year's premium in respect of each insurance.

8. Termination

8.1 Either Party may terminate the Agreement by giving the required notice in the Agreement in writing, such notice not to expire before the last day of the minimum term or end of any extended Agreement term.

8.2 In any of the circumstances in these Conditions in which a party may terminate the Agreement, where both Products and Services are supplied, that party may terminate the Agreement in respect of the Products, or in respect of the Services, and the Agreement shall continue in respect of the remaining supply.

8.3 Without limiting its other rights or remedies, B. Braun may terminate the Agreement with immediate effect by giving written notice to the Contractual Partner if:

8.3.1 the Contractual Partner commits a material breach of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of receipt of notice in writing to do so; or

8.3.2 the Contractual Partner repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or

8.3.3 the Contractual Partner makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration

order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

8.3.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Contractual Partner; or

8.3.5 the Contractual Partner ceases, or threatens to cease, to carry on business; or

8.3.6 the Contractual Partner (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or

8.3.7 B. Braun reasonably apprehends that any of the events mentioned above is about to occur in relation to the Contractual Partner and notifies the Contractual Partner accordingly.

8.4 Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

8.5 On termination of the Agreement for any reason, the Contractual Partner shall return all Customer Materials. If the Contractual Partner fails to do so, then B. Braun may enter the Contractual Partner's premises and take possession of them. Until they have been returned or delivered, the Contractual Partner shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement.

8.6 Termination for any reason shall not affect the parties' rights and remedies accrued prior to termination.

9. Confidentiality

9.1 Each party shall treat the Agreement as private and confidential and neither party shall publish or disclose any particulars without the prior written consent of the other with the exceptions of those detailed in 9.2 below.

9.2 The obligations expressed in 9.1 above shall not apply to any information which:

9.2.1 is or, subsequently comes into the public domain other than by breach of this clause; or

9.2.2 is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction; or

9.2.3 comes into the possession of one of the parties prior to its disclosure by the other, or which is acquired lawfully and in good faith from an independent third party.

9.3 So far as it may be necessary for the performance of the Agreement, each party shall only disclose such confidential information to those of its employees, agents and sub-contractors who need to know it for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure such employees, agents and sub-contractors comply with the obligations set out in this clause as though they were a party to the Agreement.

9.4 On the conclusion or termination of the Agreement both parties shall destroy all copies of confidential information obtained from the other and the obligations relating to the confidentiality shall continue for a period of 10 years.

10. Data Protection

10.1 The Contractual Partner shall not, without the prior written consent of B. Braun, advertise or make known to any third party that the Contractual Partner provides Products and/or Services to B. Braun.

10.2 B. Braun is a Healthcare Company and thereby holds Personal Data and Sensitive Personal Data, each as defined in the Data Protection Act 2018 and UK General Data Protection Regulation *(EU) 2016/679* (**"UK GDPR"**). The Contractual Partner warrants it does and will continue to comply with the provisions of the Data Protection Act 2018 and any successor legislation including, but not limited to, the Data (Use and Access) Act 2025, the UK GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018, and any other applicable law relating to privacy (**"the Data Protection Legislation"**) in handling any such data received by the Contractual Partner. The Contractual Partner confirms that it is a Data Processor (as defined in the Data Protection Legislation) in relation to any Personal Data and Sensitive Personal Data it receives from B. Braun.

10.3 The Contractual Partner shall:

10.3.1 only process Personal Data (as defined in the Data Protection Legislation), including but not limited to employee data, as amended or replaced, on instructions by the Data Controller (as defined in the Data Protection Legislation). For the purposes of the Agreement the Data Controller is B. Braun;

10.3.2 ensure any Personnel used by the Contractual Partner to process Personal Data are subject to a duty of confidentiality or is under an appropriate statutory obligation of confidentiality;

10.3.3 ensure all Personal Data is kept secure and take all measures required pursuant to Article 32 of the GDPR;

10.3.4 only use a sub-processor with the prior written consent of the Data Controller. That consent may be specific or general. Where consent is general, the Contractual Partner must inform the Data Controller of any changes and provide the opportunity to object;

10.3.5 subject to clause 10.3.4, where the Contractual Partner engages another processor for carrying out specific processing activities on behalf of the Data Controller, the Contractual Partner shall ensure the same data protection obligations as set out in this Agreement shall be imposed on that processor by way of Agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR. For the avoidance of doubt, the Contractual Partner shall be liable for the acts and/or omissions of any sub-processor;

10.3.6 assist the Data Controller to comply with requests from individuals exercising their rights under Chapter III of the GDPR including, but not limited to access, rectification, erasure or objection to the processing of their Personal Data;

10.3.7 assist the Data Controller with compliance of its obligations pursuant to Articles 32 – 36 inclusive of the GDPR including, but not limited to security and data breach obligations and notifying the Data Controller of any Personal Data Breach (as defined by Data Protection Legislation);

10.3.8 on the instructions of the Data Controller, delete or return all the Personal Data to the Data Controller after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;

10.3.9 make available to the Data Controller all information to demonstrate its compliance with these obligations in this Clause 10 and submit to audits by the Data Controller (or by a third party instructed to conduct an audit by the Data Controller);

10.3.10 in relation to 10.3.9, inform the Data Controller if, in its opinion, the Data Controller's instructions would breach Union or Member State law;

10.3.11 ensure that any data or Personal Data will not be held outside the EU;

10.3.12 ensure that there are adequate processes, systems, antivirus or other protection applications in place to prevent any loss or corruption of data; and

10.3.13 indemnify the Data Controller and keep the Data Controller indemnified against all and any losses and damage (including reasonable legal costs) in relation to negligence, breach of Agreement and/or breach of statutory duty in relation to this Clause 10.

11. Compliance

11.1 B. Braun and its Affiliate companies conduct their business with the highest ethical standards, in compliance with all applicable rules and regulations. These standards are set forth in the "B. Braun Code of Conduct". The B. Braun Code of Conduct can be found at: https://www.bbraun.com/en/company/compliance-and-policies/code-of-conduct.html

11.2 The Contractual Partner is required to ensure the implementation of standards and procedures consistent with the B. Braun Code of Conduct. Such standards and procedures shall include, but not be limited to, conducting Contractual Partner´s business in compliance with all applicable rules and regulations and in accordance with highest ethical standards (including all applicable anti-corruption, anti-bribery and anti-trust legal requirements).

12. Anti-Slavery and Human Trafficking Laws

12.1 In performing its obligations under the Agreement, the Contractual Partner shall:

12.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;

12.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

12.1.3 include in agreements with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 12;

12.1.4 notify B. Braun as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; and

12.1.5 maintain a complete set of records to trace the supply chain of all Products and Services provided to B. Braun in connection with the Agreement; and permit B. Braun and its third party representatives to inspect the Contractual Partner's premises, records, and to meet the Contractual Partner's Personnel to audit the Contractual Partner's compliance with its obligations under this Clause 12.

12.2 The Contractual Partner represents and warrants that at the date of the Agreement it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

12.3 B. Braun may terminate the Agreement with immediate effect by giving written notice to the Contractual Partner if the Contractual Partner commits a breach of this Clause 12.

13. Anti-Bribery and Anti-Corruption

13.1 The Contractual Partner shall:

13.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

13.1.3 have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and clause 13.1.2 above, and will enforce them where appropriate;

13.1.4 notify B. Braun (in writing) if it becomes aware of any breach of clause 13.1.1 or clause 13.1.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of the Agreement;

13.1.5 immediately notify B. Braun (in writing) if a foreign public official becomes an officer or employee of the Contractual Partner or acquires a direct or indirect interest in the Contractual Partner and the Contractual Partner warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Agreement.

13.2 The Contractual Partner shall ensure that any person associated with the Contractual Partner who is providing Products or Services connection with the Agreement does so only on the basis of a written agreement which imposes on and secures from such person terms equivalent to those imposed on the Contractual Partner in this clause 13 ("**Relevant Terms"**). The Contractual Partner shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to B. Braun for any breach by such persons of any of the Relevant Terms.

13.3 Breach of this clause 13 shall be deemed a material breach of the Agreement.

13.4 For the purpose of this clause 13, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 13 a person associated with the Contractual Partner includes but is not limited to any subcontractor of the Contractual Partner.

14. Training and Understanding the Duty to Prevent Sexual Harassment

14.1 The Contractual Partner shall ensure that in providing the Products and/or Services neither it nor its Personnel shall cause B. Braun to be in breach of The Worker Protection (Amendment of Equality Act 2010) Act 2023 (**"the Act"**).

14.2 The Contractual Partner shall have and maintain appropriate and adequate policies explaining how it will implement and enforce the Act in its business(es).

14.3 The Contractual Partner shall ensure that as at the commencement of the Agreement all of its Personnel involved in the provision of the Products and/or Services under the Agreement:

14.3.1 have been adequately trained on their duty to prevent sexual harassment in the workplace;

14.3.2 will be regularly and adequately trained throughout the term of the Agreement on their duty to prevent sexual harassment in the workplace; and

14.3.3 at all times during the term of the Agreement will comply with its policies on sexual harassment in the workplace.

14.4 The training referred to in clause 14.3 shall cover, as a minimum, the following topics in relation to sexual harassment of the Contractual Partner's Personnel and Personnel of third parties which the Contractual Partner's Personnel engage with in the course of their work:

14.4.1 the definition and examples of sexual harassment;

14.4.2 the standards of behaviour the Contractual Partner's Personnel are expected to follow, including behaviour at work-related events and in on-line communications;

14.4.3 the rights an employee or worker has in relation to sexual harassment;

14.4.4 what to do if any of the Contractual Partner's Personnel experience or witness sexual harassment; and

14.4.5 what will happen if any of the Contractual Partner Personnel sexually harass another person in the workplace.

14.5 The Contractual Partner shall, within 48 hours of a request by B. Braun provide written evidence of the following:

14.5.1 a copy of its policies on sexual harassment in the workplace;

14.5.2 details of which Contractual Partner Personnel were trained;

14.5.3 the date on which their training occurred; and

14.5.4 the content of such training.

14.6 The Contractual Partner shall inform B. Braun and B. Braun shall inform the Contractual Party of any allegations of sexual harassment (or any other form of harassment or discrimination) made against the Contractual Partner's Personnel involved in the provision of the Services.

14.7 The Contractual Partner shall take immediate and appropriate action in accordance with applicable law in response to any allegations or incidents of sexual harassment against Contractual Partner's Personnel involved in the provision of the Products and/or Services under the Agreement.

14.8 In the event of any allegations or incidents of sexual harassment against B. Braun's employees or its customers by any of the Contractual Partner's Personnel, B. Braun may (provided such action is in accordance with applicable law) at its absolute discretion:

14.8.1 suspend the delivery of Products and/or Services until the breach is remedied and/or the investigation is complete; and/or

14.8.2 refuse to allow the member of the Contractual Partner's Personnel in question onto its premises whilst the allegations are being investigated; and

14.8.3 require the Contractual Partner to supply a different member of its Personnel to deliver the Products and/or perform the Services.

Breach of any of the clauses set out above shall be deemed a material breach of the Agreement and entitle B. Braun to terminate the Agreement immediately on notice.

15. Sub-Contracting and Assignment

Neither party shall, without the prior written consent of the other, sub-contract or assign any of its rights or obligations under the Agreement. Each party shall be responsible for the acts, defaults and omissions of its sub-contractors as if they were his own.

16. Force Majeure

16.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from events, circumstances or causes beyond its reasonable control such as fire, strike, war, civil unrest, terrorist action, government regulations or acts of nature (**"Force Majeure Event"**). Failure to perform shall be excused by the occurrence of a Force Majeure Event only during the period that the Force Majeure Event prevents performance. For the avoidance of doubt strike or civil unrest of employees of the Contractual Partner shall not be classed as a Force Majeure Event.

16.2 The affected Party shall notify the other Party as soon as practicable of the Force Majeure Event and use reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

16.3 If a Force Majeure Event prevents, hinders or delays the Contractual Partner's performance of its obligations for a continuous period of more than 30 Business Days, B. Braun may terminate the Agreement immediately by giving written notice to the Contractual Partner.

17. Waiver

17.1 The parties acknowledge that no failure or delay by the other in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise.

17.2 The terms of this Agreement and the rights, powers and privileges under it may only be waived or modified by an agreement in writing between the parties.

18. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable whilst retaining the original balance of risk and reward between the parties. 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 clause shall not affect the validity and enforceability of the rest of the Agreement.

19. Variation

Except as set out in the Agreement, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties.

20. General

The rights and remedies of B. Braun set out in these terms and conditions shall be in addition, and without prejudice to any other rights and remedies which may be available to B. Braun at common law or under statute.

21. Governing Law and Jurisdiction

The Agreement, 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 in accordance with the laws of England and each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

22. Entire Agreement

22.1 This Agreement constitutes the whole agreement and understanding of the parties in relation to its subject matter and contains all of the terms and conditions applicable to it. This Agreement supersedes any previous arrangement, negotiations, representations, undertakings, understandings or agreement between them; whether express or implied, written or oral; relating to the subject matter of this Agreement.

22.2 Each party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in this Agreement and has no rights or remedies in respect thereof.

23. Third Party Rights

23.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

24. Notices

24.1 Any notice to be given under this Agreement may be delivered personally; sent by email; or sent by pre-paid first-class post or recorded delivery as detailed under the Contact Details section in the Agreement.

24.2 A notice or any other communication given in connection with this Agreement is deemed to have been received at the time of:

24.2.1 actual delivery if hand delivered;

24.2.2 transmission if sent by email; or

24.2.3 on the second Business Day after posting if sent by pre-paid first-class post or recorded delivery, unless the notice or communication is not given on a Business Day in which case deemed receipt under this clause 24.2 shall be deferred until the next Business Day.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.