

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. INTERPRETATION

1.1. In these terms and conditions ("Conditions"):

"Background Intellectual Property" means Intellectual Property in the Goods and/or in any process, device, tool or technique used by a Party in fulfilling its obligations under the Contract and which Intellectual Property already exists at the date of the Contract or is generated other than through the performance of work under the Contract;

"Charges" means the fees, charges and other amounts payable to Naimuri by the Customer for the provision of the Services and the Goods;

"Contract" means the written agreement concluded between Naimuri and the Customer, including the Specification, plans, drawings and other documents that are expressly incorporated into it, and incorporating these Conditions;

"Customer" means the party who purchases or agrees to purchase the Services and the Goods;

"Customer Resources" means all necessary Customer personnel, materials, equipment, instructions, documents, licences, authorisations and resources reasonably required by Naimuri to carry out the Work;

"Deliverables" means (i) the Goods; and (ii) any documents, articles or other materials, and any data or other information which are stated in the Contract to be provided by Naimuri to the Customer and resulting from the performance of the Services or in the absence of such a statement in the Contract, a final report which shall include relevant information arising from the performance of the Services;

"Force Majeure Event" shall mean any event which renders the performance of this Contract impossible or illegal, and the occurrence of which is beyond the reasonable control of the Party affected, including any act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, but excluding strikes, lockouts or other industrial disputes (whether involving the workforce of Naimuri or any other party), failure of a utility service or transport network (except for airport strikes);

"Foreground Intellectual Property" means Intellectual Property arising out of the performance of any work by Naimuri and/or Customer under the Contract (but for the avoidance of doubt excluding Background Intellectual Property);

"Goods" shall mean the goods to be supplied under the Contract;

"Intellectual Property" means all patents, utility models, trade marks, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; semi-conductor topography rights; database rights; rights protecting goodwill and reputation; know-how; inventions, formulae and processes; other confidential information and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.

"Party" means either of Naimuri and the Customer as applicable, together being the "Parties";

"Proprietary Information" means trade knowledge, and all other information of a confidential or proprietary nature including but not limited to any and all technical information, data, drawings, process information and know-how and embracing reports, computer software (whether in object or source code) and designs and any information concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests and development plans, and in whatever form whether in writing, given orally or contained in an electronic format, and which is either marked as confidential (or with some similar legend) or otherwise clearly intended to be confidential;

"Naimuri" means Naimuri Limited (registered in England number 0931679) having its registered office at Cody Technology Park, Ively Road, Farnborough, GU14 0LX, United Kingdom;

"Services" means the programme of work to be performed by Naimuri as detailed in the Contract, excluding work associated with the manufacture and/or supply of the Goods;

"Specification" means the description, purpose and technical specification for the Goods, as detailed in the Contract;

"Term" means the period specified in the Contract during which Naimuri shall carry out the Work; and

"Work" means the performance of the Services and/or the supply of Deliverables.

- 1.2. In the Contract, references to (i) any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced; (ii) the masculine include the feminine and the neuter and vice versa; (iii) the singular include the plural and vice versa; and (iv) Clauses are references to the clauses set out in these Conditions. The headings to these Conditions will not affect their interpretation.

2. APPLICATION OF TERMS

- 2.1. These Conditions are the only terms upon which Naimuri is prepared to deal with the Customer and they shall govern the Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

- 2.2. Each order by the Customer for the performance of Work shall be deemed to be an offer by the Customer to purchase Work subject to these Conditions.

- 2.3. Where under the Contract, in addition to the Goods, Naimuri supplies to the Customer any software, the provision and use of such software shall be governed by the terms of a separate software licence which shall be entered into between Naimuri and the Customer. To the extent that there is any conflict between these Conditions and such software licence, the terms of such software licence shall prevail.

3. SUPPLY OF GOODS & SERVICES AND DELIVERY

- 3.1. Naimuri shall for the Term: (i) perform the Services; and (ii) supply the Deliverables. Unless otherwise stated in the Contract, Deliverables shall be delivered by Naimuri EXW [Ex Works] (in accordance with Incoterms 2020) at Naimuri's place of business where the Services are performed.
- 3.2. If for any reason the Customer does not accept delivery of any Deliverables when they are ready for delivery, then Naimuri may store the Deliverables and the Customer shall pay Naimuri its reasonable charges in respect of such storage. In the event that such Deliverables have not been collected by the Customer within ten (10) days from receipt of notification from Naimuri, Naimuri may dispose of such Deliverables at the Customer's cost and expense.
- 3.3. The Customer shall notify Naimuri in writing of any damage to Deliverables or shortfall in quantity as soon as practicable but not later than five (5) days after delivery. In such circumstances the remedies provided in Clause 9.3 shall apply.

4. CUSTOMER RESOURCES AND OBLIGATIONS

- 4.1. The Customer will make available free of charge and risk to Naimuri at the times stated in the Contract or otherwise in a timely manner all Customer Resources reasonably required by Naimuri to carry out the Work, and (to the extent applicable) the Customer shall, at its expense, remove any Customer Resources which are at Naimuri's premises and which have not been incorporated into the Deliverables nor consumed during the provision of the Services, at the expiry or earlier termination of the Contract.
- 4.2. The Customer represents and warrants that it has the full right, authority and licence to enter into the Contract and to supply and disclose the Customer Resources, and its use by Naimuri for the purpose of performing the Work will not infringe the copyright or other intellectual property rights of any third party.
- 4.3. In the event of any failure or delay on the part of the Customer to supply such Customer Resources, or if they are not in accordance with the Contract or are not fit for the purpose provided, then Naimuri shall within a reasonable time notify the Customer detailing any delay or defect, and the Customer shall as soon as reasonably practicable and at its own cost and expense supply replacement Customer Resources or make good any defect. In such circumstances, Naimuri may: (i) extend the period for performance of the Work by a reasonable time; and (ii) adjust the Charges to meet any additional expenditure incurred by Naimuri as a result of any delay or defect and the Customer shall pay such additional Charges; and/or (iii) serve notice under Clause 15.1.1; and/or (iv) terminate the Contract immediately without liability to the Customer.

5. PRICE AND PAYMENT TERMS

- 5.1. Naimuri shall invoice the Customer at the times stated in the Contract, or otherwise: (i) in respect of the Services, at the end of each month in which the Services are provided; and (ii) in respect of the Goods, upon delivery.
- 5.2. The Customer shall pay to Naimuri the Charges in respect of the Work by bank transfer to a bank account nominated by Naimuri within 30 days of submission of an invoice by Naimuri.
- 5.3. If the Customer disputes any invoice or part of it, the Customer shall immediately notify Naimuri in writing of the reasons for it disputing the invoice. The Customer shall immediately pay the undisputed portion of the invoice and the Parties shall seek to resolve the dispute within 14 days, and in the absence of a resolution the provisions of Clause 19 shall apply. Upon resolution of the dispute, the agreed payable sum shall be paid immediately to Naimuri, together with any interest due under Clause 5.4.
- 5.4. If the Customer fails to pay Naimuri any sum due pursuant to the Contract, the Customer will be liable to pay interest to Naimuri on such sums from the due date for payment calculated by reference to (i) the applicable rate due under the Late Payment of Commercial Debts (Interest) Act 1998; or (ii) an annual rate equivalent to the base lending rate from time to time of the Bank of England plus 4 percentage points, whichever is the higher. Such interest shall accrue on a daily basis until payment is made, whether before or after any judgement.
- 5.5. Whenever under the Contract any sum of money shall be recoverable from or payable by the Customer, Naimuri may deduct the same from any sum then due to the Customer under the Contract or any other contract between Naimuri and the Customer.
- 5.6. Unless otherwise stated in the Contract, the Charges are exclusive of any Value Added Tax, sales tax or similar, and any taxes, duties or imposts chargeable on that, all of which shall be payable by the Customer as an additional charge. All payments due from the Customer shall be made without deduction of any set-offs, taxes, charges and other duties (including any withholding or income taxes).
- 5.7. Where the Customer is required by law to make deductions or withholdings, the Customer shall:
- 5.7.1. ensure that the deduction or withholding does not exceed the minimum amount legally required;
 - 5.7.2. immediately pay to Naimuri such additional amount as shall result in the net amount received by Naimuri being equal to the amount which would have been received by Naimuri had no such deduction or withholding been made;
 - 5.7.3. pay to the applicable taxation or other authorities within the period for payment permitted by law the full amount of the deduction or withholding (including without limitation, the full amount of any deduction or withholding from any additional amount paid under Clause 5.7.2);
 - 5.7.4. furnish to Naimuri, within the period for payment permitted by law, either:-
 - (a) an official receipt of the applicable taxation or other authorities for all amounts deducted or withheld previously stated, or

- (b) if the receipts are not issued by the taxation or other authorities concerned on payment to them of amounts deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and

5.7.5. co-operate in all respects necessary to permit Naimuri to take advantage of double taxation agreements as may be available.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Ownership of Background Intellectual Property shall remain unaffected by the Contract and owned by the respective Parties.
- 6.2. Ownership of any and all Foreground Intellectual Property shall vest exclusively in Naimuri and/or its contractors.
- 6.3. On delivery of the Deliverables and receipt by Naimuri from the Customer of the Charges, Naimuri shall grant to the Customer a non-exclusive, irrevocable, royalty-free right and licence to use; (i) the Goods; and (ii) the Intellectual Property in the Deliverables (excluding the Goods) solely for the purposes expressly stated in the Contract as being the purpose for which the Deliverables are supplied or, if no such purpose is stated, (i) in relation to the Goods, solely for the purpose stated within their accompanying documentation as being that for which they are primarily designed and in any event, solely in accordance with any instructions set out in such documentation; and (ii) in relation to any Deliverables (excluding the Goods) solely for the purposes of its internal testing and evaluation of the Deliverables (not involving their commercial use or disclosure to any third party).
- 6.4. The Customer shall at Naimuri's request (and shall procure that its employees, agents or officers) carry out all reasonable acts (including prompt signature of documents) necessary to vest ownership of Foreground Intellectual Property in accordance with this Clause 6.
- 6.5. The Customer undertakes not itself, nor to assist or authorise or purport to authorise any third party to reverse-engineer, de-compile, copy or reproduce all or any part of the Deliverables nor seek or attempt to do so or to otherwise gain access to any Proprietary Information contained or incorporated in the Deliverables nor to use the same and/or any Intellectual Property in the Deliverables for any purpose outside the scope of the licence granted to it by Clause 6.3. For the avoidance of doubt, the foregoing restriction shall not prevent the Customer from making copies of reports and test results supplied by Naimuri under the Contract for its internal business purposes.

7. RISK AND TITLE

- 7.1. The Deliverables shall be at the risk of the Customer from the time of delivery in accordance with Clause 3.
- 7.2. Subject to Clause 7.3, ownership of any and all documents, drawings, designs information, data, software, databases, information and/or Deliverables (and any copies) produced under the Contract shall vest exclusively in Naimuri and, upon request from Naimuri (and except and to the extent the same constitute Goods for the purpose of the Contract), the Customer shall return the same to Naimuri and not retain any copies.
- 7.3. Where the Contract states that ownership of any Deliverable shall pass to the Customer, such ownership shall not pass until Naimuri has received in full (in cash or cleared funds) all sums due to it in respect of (i) the Work; and (ii) all other sums which are or which become due to Naimuri from the Customer under the Contract. For the avoidance of doubt, any such transfer of ownership of a Deliverable shall not imply transfer of ownership of any Intellectual Property or Proprietary Information in it and the Customer's sole and entire rights in and to any such Intellectual Property and/or Proprietary Information shall be and remain exclusively those arising under Clause 6.3, despite any such transfer of ownership of a Deliverable.
- 7.4. Naimuri shall be entitled to recover payment for the Work despite that ownership of the Deliverables or any part of them has not passed to the Customer.
- 7.5. Prior to ownership of any Deliverables passing to the Customer, the Customer shall keep any Goods in its possession stored separately and clearly marked as being the property of Naimuri, and grants Naimuri, its agents and employees an irrevocable licence at any time to enter any premises, on reasonable notice, where such Deliverables are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

8. WORK PERFORMED ON NAIMURI'S OR CUSTOMER'S PREMISES

- 8.1. The Customer's employees, agents and representatives shall abide by such regulations, including security and health and safety regulations, as are applicable to their presence on Naimuri's premises. A copy of those regulations will be available from Naimuri on demand.
- 8.2. Naimuri shall have the right to require the removal from its premises of anyone disobeying such regulations and reserves the right to refuse entry to its premises to any person whom it considers unsuitable.
- 8.3. Where the Contract requires Naimuri to perform work at the Customer's premises, the Customer shall be responsible for arranging, in good time and at its own cost and expense, all permits, licences or other permissions necessary to enable Naimuri's employees, agents and representatives to gain access to, and perform the work at, such premises. Naimuri's employees, agents and representatives working on the Customer's premises shall abide by such regulations detailed in the Contract as are applicable to their presence on the Customer's premises.
- 8.4. The Customer shall indemnify Naimuri against loss, liability, claims, costs and expenses relating to personal injury or harm or loss or damage to property caused by the negligence, default or lack of care of the Customer or any of its employees, agents or representatives.

9. WARRANTY AND EXCLUSIVE REMEDY

- 9.1. Naimuri warrants:
- 9.1.1. that it shall use reasonable skill and care in performance of the Services; and

- 9.1.2. at the time of delivery the Goods shall be, and shall perform, substantially in accordance with their Specification as expressly stated in any plans, drawings and other documents expressly incorporated into the Contract;
- 9.2. Naimuri makes no warranty that all or any of the Deliverables will be suitable for, or to enable the Customer to achieve, any particular purpose even when such purpose has been notified to Naimuri.
- 9.3. In the event that:
- 9.3.1. in the case of Deliverables (except Goods), within the period of six (6) months from delivery of such Deliverables (and subject always to Clause 9.6 below), any defect or fault is found to exist in the Deliverables which defect or fault causes Naimuri to be in breach of its warranty at Clause 9.1.1; or
- 9.3.2. in the case of Goods, within the period of twelve (12) months from delivery of the Goods (and subject always to Clause 9.6 below), any defect or fault is found to exist in the Goods which defect or fault causes Naimuri to be in breach of its warranty at Clause 9.1.2;
- Naimuri shall at its option either (i) repair or replace such Deliverables (or the defective part); or (ii) re-perform the relevant Services or part of it; or (iii) refund such proportion of the Charges paid to Naimuri by the Customer for them as is reasonable, PROVIDED THAT, if Naimuri so requests, the Customer shall, at the Customer's expense, return any Deliverables or the part which is defective to Naimuri. The Customer shall reimburse Naimuri's costs of inspecting any Goods or Deliverables and returning them to the Customer (at the Customer's risk) where no defect is found or any defect has arisen in circumstances listed in Clause 9.5.
- 9.4. Naimuri makes no warranty that all or any of the Deliverables will not infringe the rights of any third party.
- 9.5. Naimuri makes no warranty in connection with the use of all or any of the Deliverables by the Customer and/or any third party to whom they are supplied by or through the Customer for any purpose not expressly licensed under Clause 6.3 and the Customer indemnifies Naimuri from and against any claims against Naimuri arising from or relating to any such use of the Deliverables.
- 9.6. Naimuri shall have no liability of any kind for breach of its warranty in Clause 9.1.2 in circumstances where:
- 9.6.1. the Customer effects or attempts to effect repair of the Goods without Naimuri's prior written consent; or
- 9.6.2. the Customer fails to give written notice of the alleged breach to Naimuri within ten (10) days of the time when the Customer discovers or ought to have discovered it and in any event no later than ten (10) days after the expiry of the warranty period stated in Clause 9.3.2, or having given such notice:
- (a) fails to give Naimuri a reasonable opportunity to examine the Deliverables concerned; or
- (b) fails (having been asked to do so by Naimuri) to return, at the Customer's cost, such Deliverables for examination at Naimuri's place of business; or
- (c) continues to make full or substantially full use of such Deliverables: or
- 9.6.3. the defect arises as a result of:
- (a) defects in any Customer Resources or the Customer failing to follow Naimuri's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables or (if there are none) good trade practice, or
- (b) fair wear and tear or misuse; or
- 9.6.4. any sums remain due and outstanding under the Contract at the date of receipt by Naimuri of the notice referred to in Clause 9.6.2.
- 9.7. Where Naimuri supplies, under the Contract, any goods supplied by a third party, Naimuri does not give any warranty, guarantee or assurance of any kind as to their quality, fitness for purpose or otherwise, but shall, where reasonably possible, extend to the Customer the benefit of any warranty, guarantee or indemnity given by the party supplying the goods to Naimuri.
- 9.8. THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE WARRANTIES AT CLAUSE 9.1 AND ASSOCIATED REMEDIES AT CLAUSE 9.3 ARE ITS SOLE AND ENTIRE WARRANTIES AND REMEDIES IN CONNECTION WITH THE SUPPLY TO IT BY NAIMURI OF THE DELIVERABLES AND THE PERFORMANCE BY NAIMURI OF ANY WORK TO BE CARRIED OUT UNDER THE CONTRACT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, STATEMENTS, UNDERTAKINGS AND OBLIGATIONS WHICH MAY OTHERWISE BE IMPLIED (BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) IN RELATION TO SUCH SUPPLY ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

10. DELAY IN DELIVERY

- 10.1. Naimuri shall use its reasonable endeavours to achieve any dates agreed for delivery, but shall be under no liability for any failure to achieve such dates.

11. LIMITATION OF LIABILITY

- 11.1. The following provisions set out the entire financial liability of Naimuri (including any liability for the acts or omissions of its employees, agents, sub-contractors and representatives) to the Customer arising under or in connection with the Contract in respect of:
- 11.1.1. any breach of the Contract; and
- 11.1.2. any representation, statement or tortious act or omission including negligence and any other basis of liability.

- 11.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3. Nothing in the Contract shall exclude or limit the liability of Naimuri for;
- 11.3.1. death or personal injury caused by Naimuri's negligence; or
 - 11.3.2. fraud committed by Naimuri (including fraudulent misrepresentation); or
 - 11.3.3. any other matter which it would be illegal, or in breach of any statutory provision, for Naimuri to exclude or attempt to exclude its liability for.
- 11.4. Subject to Clause 11.3, Naimuri's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance, non-performance or contemplated performance of the Contract shall be limited to the Charges payable under the Contract pursuant to Clause 5.
- 11.5. Subject to Clause 11.3, Naimuri shall not be liable to the Customer for: (i) any, indirect, special or consequential loss, damage, costs, expenses or any other claims; or (ii) any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss); or (iii) any loss, damage or liability to the extent caused by the negligence, wilful misconduct or other fault of the Customer, its employees, agents or contractors or a breach by the Customer of the Contract; in each case howsoever caused, including without limitation negligence or breach of statutory duty or misrepresentation, arising out of or in connection with the Contract.

12. DESCRIPTION

- 12.1. Except to the extent that they form part of the Specification or are expressly incorporated into the Contract, all drawings, descriptive matter, specifications and advertising issued by Naimuri and any descriptions or illustrations contained in Naimuri's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the matters described in them and will not form part of the Contract.

13. SAFETY

- 13.1. The Customer shall, in accordance with statutory health and safety requirements, provide prior written notice to Naimuri of any health or safety hazards associated with any Customer Resources and/or Customer facilities used by Naimuri in connection with the performance of the Services.
- 13.2. Naimuri reserves the right to inspect any Customer Resources which the Customer wishes to deliver to any Naimuri premises and to refuse them entry if Naimuri considers them to be unsafe or pose unacceptable risks of injury or damage to persons or property.
- 13.3. The Customer shall meet any reasonable costs incurred by Naimuri resulting from the rejection of such Customer Resources by Naimuri, and Naimuri shall not be liable for any costs or delays to the Contract resulting from any decision under this clause.
- 13.4. Naimuri may at any time make any changes to the Goods or Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the relevant Goods or Services. Naimuri shall within a reasonable time notify the Customer that such changes have been made. If changes are made to the Goods or Services resulting from safety or other statutory requirements which become effective after the date of the Contract, then the reasonable charges associated with such change shall be to the Customer's account and Naimuri shall be entitled to a reasonable extension of time for the delivery of the affected Goods or performance of the affected Services.

14. CONFIDENTIALITY

- 14.1. Without prejudice to the rights of either Party arising elsewhere in the Contract, all Proprietary Information exchanged between the Customer and Naimuri (including that contained in any Customer Resources and Deliverables) shall be treated as commercially confidential in accordance with this clause.
- 14.2. Neither Party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, agents or sub-contractors who need to know the information for the purposes of the Contract or to outsourced service providers to a Party who need to know the information for the purpose of providing services to that Party) any Proprietary Information of the other Party without the prior written consent of the other Party and both Parties shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.
- 14.3. The obligations of confidentiality owed by one Party to the other set out in this clause shall remain in force despite the completion (or earlier determination) of the Contract but shall not apply to information which:
- 14.3.1. is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations whether under the Contract or otherwise existing);
 - 14.3.2. is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality;
 - 14.3.3. becomes known to the receiving Party without restriction from an independent source having the right to convey it; or
 - 14.3.4. is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party.
- 14.4. Nothing shall prevent the disclosure of information by the receiving Party to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal PROVIDED THAT:
- 14.4.1. the receiving Party first gives the other Party, where possible, the opportunity to make and/or manage the necessary disclosure;

- 14.4.2. where the receiving Party is required to make the disclosure itself, the disclosure made is the minimum required (having regard to all possible exemptions from disclosure) and is made under maximum possible constraints of confidentiality; and
- 14.4.3. the other Party is provided with full information on the intended disclosure and is fully consulted.
- 14.5. This clause shall not apply to the disclosure of any Proprietary Information contained in any Goods to the extent that such disclosure is reasonably necessary for the exercise by the Customer of the right referred to in Clause 6.3.
- 14.6. The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause and that (without prejudice to any other rights or remedies that the Parties may be entitled to as a matter of law) both Parties will be entitled to seek the remedies of injunction, specific performance, and other equitable relief to enforce the provisions of this clause and no proof of special damages shall be necessary for the enforcement of the provisions of this clause.

15. TERMINATION FOR BREACH

- 15.1. Without prejudice to any rights of action or remedy which have accrued or shall accrue, either Party (the "Terminating Party") may at any time by written notice (in accordance with Clause 21) terminate the Contract if;
 - 15.1.1. the other Party is in breach of any material obligation under the Contract (which shall include non-payment of any sum due) and if the breach is capable of remedy, the other Party has failed to remedy such breach within thirty (30) days of written notice to that Party requiring remediation of the breach; or
 - 15.1.2. any distress, execution or other process is levied upon any of the assets of the other Party; or
 - 15.1.3. the other Party enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party's undertaking or assets; or
 - 15.1.4. the other Party ceases or threatens to cease to carry on its business; or
 - 15.1.5. the financial position of the other Party deteriorates to such an extent that in the opinion of the Terminating Party the capability of the other Party adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 15.2. Where Naimuri terminates the Contract under this clause, the Customer shall within seven (7) days pay to Naimuri: (i) all outstanding payments invoiced by Naimuri under the Contract at the date of termination; (ii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination; (iii) all costs (including overheads) and liabilities incurred by Naimuri arising out of or resulting from termination, including but not limited to suppliers' and sub-contractors' cancellation charges; and (iv) a sum in respect of the profits which Naimuri would have made under the Contract but for its termination.
- 15.3. The provisions of Clauses 4.2, 5.4, 5.5, 6, 7.2, 9, 11, 14, 16, 17.1, 19, 22, 24.5 and 27 shall survive the expiry or termination of the Contract together with any other provision which by the nature of its terms is implicitly intended to survive expiry or termination.

16. FORCE MAJEURE

- 16.1. Neither Party shall be liable for, or deemed in breach of, its obligations under the Contract because of any delay or failure in the performance of its obligations under the Contract if the failure or delay is due directly or indirectly to any Force Majeure Event, subject to the following:
 - 16.1.1. the Force Majeure Event shall not excuse the performance of any obligations required to be completely performed under the Contract prior to the occurrence of the Force Majeure Event;
 - 16.1.2. as soon reasonably practicable after occurrence of the Force Majeure Event, the Party affected by the Force Majeure Event shall take reasonable steps to mitigate the effect of the failure or delay and give the other Party written notice describing (i) the particulars of the Force Majeure Event (ii) the extent to which it is unable to perform its obligations and (iii) the estimated period of time during which it is unable to perform its obligations.
- 16.2. In the event of failure or delay arising from such circumstances, performance of the Contract shall be suspended for such time as the failure or delay continues.
- 16.3. Either Party may terminate the Contract upon written notice to the other Party if the Force Majeure Event lasts more than ninety (90) days. In such event the Parties shall, subject to the provisions of Clause 15.3, be released from all obligations under the Contract and the Customer shall pay to Naimuri within seven (7) days: (i) all outstanding payments invoiced by Naimuri under the Contract at the date of termination; (ii) any amount due pursuant to Clause 4.3; and (iii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination.
- 16.4. Naimuri shall additionally have the right to terminate the Contract where a change in applicable laws or regulations materially and adversely affects the performance by Naimuri of its obligations hereunder (including without limitation where the change in law or regulations materially increases the costs of performance of Naimuri) and it was not reasonably foreseeable at the time of entry into the Contract that such change in law and regulations would take place during the currency of this Contract. Any such termination shall take effect on the same basis as set out in Clause 16.3. Naimuri shall provide advance notice of its intention to terminate the Contract in accordance with the provisions of this Clause 16.4 and shall give fair consideration to any proposal as may be made by the Customer to enable the Contract to proceed.

17. ASSIGNMENT

- 17.1. Subject to Clause 17.2, neither Party shall, without the prior written consent of the other Party, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.2. Naimuri may assign, novate, or otherwise dispose of any or all of its rights and obligations under the Contract to any affiliate without the Customer's consent provided that it gives written notice to the Customer.

18. PUBLICITY

- 18.1. Neither Party shall, without the prior written consent of the other Party; (i) make use of the other Party's name; (ii) make use of the name of any of the other Party's personnel, customers or agents; (iii) make use of any information obtained under the Contract for publicity purposes; or (iv) refer to the other Party or the Contract in any advertisement or public announcement or notice except to the extent required by law or any competent regulatory body.

19. DISPUTE RESOLUTION

- 19.1. If any dispute arises out of or in connection with the Contract, the Parties undertake that prior to the commencement of any legal proceedings pursuant to Clause 27, they will seek to have the dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either Party will be entitled to initiate the process by written notice to the other.
- 19.2. If the dispute has not been resolved to the satisfaction of either Party within thirty (30) days of initiation of the procedure in Clause 19.1, or if either Party fails or refuses to participate in or withdraws from participating in the procedure, then either Party may deal with the dispute through legal proceedings issued in accordance with Clause 27.

20. EXPORT LICENCES

- 20.1. Naimuri shall use reasonable endeavours to obtain all necessary UK export or other licences, consents, clearances and/or authorisations (together, the "Export Licences") required in order to sell and export the Services and Deliverables.
- 20.2. The Customer shall, at its own cost and expense, assist Naimuri in obtaining an end-user certificate, undertaking or such other information as shall be reasonably required by Naimuri to pursue any application for Export Licences.
- 20.3. Each Party shall comply with the terms or requirements of any Export Licences, end-user certificate or any other trade control legislation or regulations, which apply to the export, import or use of the Services or Deliverables.
- 20.4. If any Export Licences are not granted or are revoked, then:
- 20.4.1. such event shall be deemed to be a Force Majeure Event under Clause 16 and Naimuri shall have no liability to the Customer for completing the sale of any Services or Deliverables affected by such Export Licences, or for any loss, expense or damage suffered by the Customer; and
- 20.4.2. notwithstanding Clause 16.3, Naimuri may, by notice in writing to the Customer, immediately terminate the Contract or any part of it relating to the Services or Deliverables in respect of which the Export Licences have not been granted or have been revoked.
- 20.5. The Customer shall be responsible for obtaining all necessary import clearances and licences, and paying for all import duties, taxes or payments due, in relation to any Customer Resources to be delivered to Naimuri in connection with the performance of the Services.

21. NOTICES

- 21.1. A notice or other communication given to a Party under the Contract:
- 21.1.1. shall be in writing in English (or accompanied by a properly prepared translation into English);
- 21.1.2. shall be signed by or on behalf of the Party giving it;
- 21.1.3. shall be sent for the attention of the person, at the address or fax number specified in the Contract (or to such other address, fax number or person as that Party may notify to the other, in accordance with the provisions of this clause); and
- 21.1.4. shall be (a) delivered personally; or (b) sent by commercial courier; or (c) sent by fax; or (c) sent by e-mail.
- 21.2. If a notice or other communication has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:
- 21.2.1. if delivered personally, at the time of delivery, as evidenced by proof of receipt signature of the Party representative; or
- 21.2.2. if delivered by commercial courier, at the time of signature of the courier's receipt; or
- 21.2.3. if sent by fax or e-mail, at the time of transmission.

22. NON-SOLICITATION

- 22.1. Both Parties undertake during the term of the Contract and for twelve (12) months after completion or earlier determination of the Contract not to solicit or make an offer of employment (or an offer for services) to any the employee, officer or agent of either Party engaged performance of the work under the Contract.

23. COMPLIANCE WITH WEEE REGULATIONS

- 23.1. To the extent that the WEEE Regulations apply to any Goods supplied by Naimuri under the Contract, Naimuri shall be responsible for the cost of the collection, treatment, recovery and disposal of any Goods deemed by law to be waste (or any items for which the Goods are replacements) solely to the extent expressly required by the WEEE Regulations.

24. MISCELLANEOUS

- 24.1. No amendment to the Contract shall be effective unless it is made in writing and signed on behalf of both Parties.
- 24.2. A person who is not a Party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 24.3. Failure by either Party to enforce, at any time or for any period, any one or more of the Conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions of the Contract.
- 24.4. The Contract constitutes the entire agreement between the Parties in connection with its subject matter and neither Party has relied on any warranty, statement, representation or promise by or on behalf of the other Party, except as expressly set out in the Contract. Each Party agrees that its only liability in respect of the representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract.
- 24.5. If any provision of these Conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

25. BUSINESS ETHICS

- 25.1. Each Party shall comply with the provisions of anti-corruption and anti-bribery laws, legislation, regulations or directives which apply to its business or which apply in the place where the Contract is performed.

26. SANCTIONS COMPLIANCE

- 26.1. Each Party shall comply with any trade, financial or other sanctions regime which apply in relation to its business including, without limitation, sanctions and embargos imposed by: (i) the UN, EU, UK or US (including regimes administered by the United States Department of the Treasury, Office of Foreign Assets Control (OFAC) and Her Majesty's Treasury); and (ii) any other such regime which applies in relation to a Party's business.

27. GOVERNING LAW AND JURISDICTION

- 27.1. The Contract and any dispute or claim arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law.
- 27.2. The Parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract, its subject matter or formation, save that each Party shall be entitled to take injunctive or enforcement proceedings against the other in any jurisdiction where that other Party holds assets.