

Standard Terms and Conditions of Purchase



1. Definitions

1.1 In these conditions, the following words have the following meanings:

'Acceptance' shall mean the date on which the Goods have been accepted by Flexlife.

'Affiliate' shall mean a company which is a subsidiary or holding company of any company or a subsidiary of any such holding company where "subsidiary" and "holding company" shall have the respective meanings assigned to them under section 1159 of the Companies Act 2006.

'Claims' shall mean any and all claims, demands, suits, causes of action, judgments, losses, liabilities, damages, fines, interest, penalties, cost and expenses (including legal expenses and court costs).

'Consequential Loss' shall mean:

- i. Consequential or indirect loss under English law; and
- ii. Loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in i. above and whether or not foreseeable at the date of the Purchase Order.

'Delivery Date' shall mean the delivery date for the Goods and/or the commencement date for the Services specified on the Purchase Order or as otherwise agreed in writing between the parties.

'Flexlife' shall mean the Flexlife company named on the Purchase Order and shall include Flexlife's legal personal representatives, successors and permitted assigns.

'Flexlife Group' shall mean Flexlife, its clients (of any tier), its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Supplier Group.

'Goods' shall mean the goods, materials and/or equipment to be provided by the Supplier in accordance with the provisions of the Purchase Order.

'Purchase Order' shall mean the Purchase Order form which shall incorporate these Purchase Order Terms and Conditions and may be amended by any mutually agreed Special Terms and Conditions.

'Purchase Order Price' shall mean the total sum payable to the Supplier in accordance with the rates and/or prices stated in the Purchase Order.

'Services' shall mean all services that the Supplier is contracted to perform in accordance with the provisions of the Purchase Order.

'Special Terms and Conditions' shall mean the Special Terms and Conditions, if any, stated in the Purchase Order. In the event of ambiguity or contradiction between the Purchase Order Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall take precedence.

'Supplier' shall mean the person or persons, firm or company named on the Purchase Order and engaged by Flexlife for the supply of the Goods and/or Services and shall include the Supplier's legal personal representatives, successors and permitted assigns.

'Supplier Group' shall mean the Supplier, its Affiliates and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the Flexlife Group.

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'Third Party' shall mean any party other than a member of the Flexlife Group or the Supplier Group.

2. Acceptance

2.1 Acceptance of the Goods shall be the time when a duly authorised employee or representative of Flexlife accepts the Goods, delivered in accordance with the Purchase Order, where such Goods are not defective or damaged in any way and comply with the Purchase Order. In the event that a defect in or damage to the Goods or any other breach of the Purchase Order is identified, Flexlife shall not be obliged to accept the Goods until such time as such defect, damage or breach is remedied by the Supplier at its sole risk and expense in order to bring the Goods into compliance with the Purchase Order. Flexlife will inform Supplier within five (5) working days of receipt by Flexlife of the Goods if the Goods have not been accepted.

2.2 Payment for the Goods and/or signature of a delivery note by a person, other than a person expressly authorised for that purpose, shall not constitute Acceptance.

3. Delivery

3.1 The Goods shall be delivered to Flexlife by the Supplier on the Delivery Date at the place specified on the Purchase Order. The Supplier shall label the Goods with Flexlife's Purchase Order number, item number, manufacturer's part number, and brief description. The Goods shall be delivered to Flexlife under cover of a packing list showing the Purchase Order number and details of the Goods supplied. All corrodible parts are to be protected before packing.

3.2 Where the Goods are ordered to a particular specification or code, appropriate documentation, including certification, shall be supplied with the Goods to evidence adherence to such specification or code.

3.3 The Goods shall be properly packed and secured in accordance with the requirements of the Purchase Order and in accordance with good industry practise. Any damage to the Goods in transit must be notified to Flexlife immediately in writing.

4. Time of Delivery

4.1 Time is of the essence in delivery of the Goods and Services. If at any time the Supplier has reason to believe that the Delivery Date shall not be met, written notice setting forth the cause of delay, details of actions to recover the delay and the best forecast actual delivery date must be given promptly to Flexlife. The Supplier shall immediately undertake all reasonable efforts to minimise or recover the delay. If such failure or delay by the Supplier shall threaten to impair Flexlife's ability to meet its own delivery schedules, Flexlife may at its sole discretion and without liability to the Supplier terminate, by written notice to the Supplier, the Purchase Order or the affected portions of the Purchase Order and recover all direct costs and losses incurred as a result.

4.2 Liquidated damages (if any) relating to the Delivery Date shall be as set forth in the Purchase Order. Such liquidated damages (if specified) are agreed as a genuine pre-estimate of the losses which may be sustained by Flexlife in the event of delay and shall not be regarded as a penalty. Flexlife shall retain the right to terminate in accordance with these Terms and Conditions irrespective of whether liquidated damages are set out in the Purchase Order and/ or applied.

5. Indemnities

5.1 The Supplier shall be responsible for and shall save, indemnify, defend and hold harmless the Flexlife Group from and against all Claims in respect of:

- i. Loss of or damage to property of the Supplier Group whether owned, hired, leased or otherwise provided by the Supplier Group; and

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ii. Personal injury, including death or disease to any person employed by Supplier Group; and

iii Subject to any other express provision of the Purchase Order, personal injury including death or disease, or loss of or damage to the property of any Third Party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier Group relating to or in connection with the performance or non-performance of the Purchase Order.

5.2 Flexlife shall be responsible for and shall save, indemnify, defend, and hold harmless Supplier Group from and against all Claims in respect of:

i. Subject to Clauses 14 and 15, loss of or damage to property of Flexlife whether owned, hired, leased or otherwise provided by Flexlife; and

ii Personal injury, including death or disease to any person employed by Flexlife; and

iii. Subject to any other express provision of the Purchase Order, personal injury including death or disease, loss of or damage to the property of any Third Party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Flexlife relating to or in connection with the performance or non-performance of the Purchase Order.

5.3 Notwithstanding any provision to the contrary elsewhere in the Purchase Order and except to the extent of any agreed liquidated damages (including, any predetermined termination fees), the Supplier shall save, indemnify, defend and hold harmless the Flexlife Group from the Supplier Group's own Consequential Loss and Flexlife shall save, indemnify, defend and hold harmless the Supplier Group from Flexlife's own Consequential Loss arising from, relating to or in connection with the performance or non-performance of the Purchase Order.

5.4 The indemnities given pursuant to the Purchase Order shall be full and primary irrespective of whether the parties carry insurance in respect of the indemnities given herein.

5.5 Except as provided in Clauses 5.1. iii. and 5.2. iii. above, all exclusions and indemnities given under this Clause 5 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

6. Insurance

6.1 The Supplier shall ensure that the following insurances are maintained by the Supplier with reputable insurers throughout the duration of the Purchase Order and any extension thereto:

i Employer's Liability or Workmen's Compensation Insurance as appropriate in full compliance with all applicable laws; and

ii General Public Liability Insurance with a limit of not less than two million Pounds Sterling (£2,000,000) equivalent combined single limit any one occurrence covering all obligations of the Supplier under the Purchase Order; and

iii If applicable: Automobile Insurance with a limit of not less than two million Pounds Sterling (£2,000,000) combined single limit any one occurrence covering all vehicles used by the Supplier in performance of the Purchase Order and in full compliance with all applicable laws.

6.2 To the extent of the indemnity and release obligations assumed by Supplier herein, the Supplier's insurance policies shall waive all rights of subrogation against the Flexlife Group.

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6.3 The Supplier shall provide copies of certificates of insurance in compliance with the Purchase Order, on request by Flexlife. The Supplier shall ensure, where possible, that its insurance policies referred to above contain a clause requiring the insurer to notify Flexlife within thirty (30) days of any material change in or cancellation of the insurance policy.

7. Invoicing and Payment

7.1 The Supplier acknowledges that its rates and prices set forth in the Purchase Order are fixed and firm for the duration of the Purchase Order and are sufficient to cover all its obligations whether expressed or implied under the Purchase Order. The Supplier shall be deemed to have satisfied itself as to all conditions and other factors that may in any way affect the performance of the Purchase Order.

7.2 In consideration of the Goods and/or Services being satisfactorily provided in accordance with the terms of the Purchase Order, together with satisfactory supporting documentation, Flexlife shall pay the Purchase Order Price to the Supplier in accordance with the terms of the Purchase Order.

7.3 After delivery of the Goods and/or performance of the Services, the Supplier shall submit to Flexlife an invoice and Flexlife shall pay the invoice within 60 days of receipt.

7.4 Flexlife reserves the right to withhold payment for any of the Goods and/or Services supplied which are not in accordance with the Purchase Order.

7.5 If Flexlife disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, Flexlife shall notify the Supplier and Flexlife may withhold payment for the unaccepted part or whole of the invoice as applicable. The parties shall endeavour to resolve disputes relating to invoices within a reasonable period. The Supplier shall re- issue an invoice for the undisputed portion of the Contract Price and Flexlife shall make payment within 60 days of receipt of a correct and fully supported invoice.

7.6 Flexlife shall have the right at its own expense to audit all of the Supplier's records pertaining to any cost chargeable by the Supplier under the Purchase Order save only agreed lump sums and agreed unit rates. The Supplier shall keep and shall make such records available for 24 months after completion of the Purchase Order.

8. Tax

8.1 The Contract Price shall be exclusive of VAT, but shall include all other taxes, charges, levies and contributions. The Supplier shall be responsible for and shall pay all taxes, charges, levies and contributions imposed upon it by any governing authority, or by any applicable jurisdiction, in connection with the performance of the Purchase Order. The Supplier shall be responsible for the payment of any and all contributions or taxes for unemployment insurance, social security payments or other assessments for persons performing work for the Supplier in connection with the Purchase Order. The Supplier shall release, save, defend, indemnify and hold harmless the Flexlife Group from and against any and all Claims for any such taxes, charges, levies, contributions and fines levied against the Flexlife Group or arising out of the Supplier's failure to comply with this Clause.

9. Safety

9.1 Supplier shall comply with all relevant statutes, laws, regulations, by-laws and directives affecting the Goods and/or Services and shall comply with Flexlife's safety regulations when performing Services at Flexlife's premises. Supplier's failure to comply with the requirements of this Clause 9 shall constitute a material breach of the Purchase Order and Flexlife shall be entitled to terminate the Purchase Order immediately with no liability towards the Supplier.

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10. Inspection

10.1 The Supplier shall, at its own cost, carry out all tests and inspections detailed in the Purchase Order and as required by good industry practise. Supplier shall provide certified copies of test/inspection reports, upon request. Flexlife and its representatives shall at all times during the term of the Purchase Order be granted access to any of the Supplier Group's premises and be allowed to inspect the Goods and Services at any time prior to Acceptance or delivery, whichever is the later. No such inspection or lack of inspection shall relieve the Supplier of any of its obligations or liabilities under the Purchase Order.

11. Warranty

11.1 The Supplier represents and warrants that it possesses the skill, organisation, personnel and all other resources necessary for the provision of the Goods and/or Services.

11.2 The Supplier warrants that it shall supply the Goods and execute the Services with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of service to be carried out under the Purchase Order and shall meet the specifications or standards issued to the Supplier by Flexlife, if any.

i) Warranty for Goods.

a. The Supplier warrants that the Goods supplied hereunder will conform to any codes, standards and specifications set forth in the Purchase Order and to any drawings or samples furnished by Flexlife and will be of satisfactory quality and shall be fit for their intended purpose and free from defects in design, material and workmanship.

b. During a period of twenty-four (24) months after Acceptance, where Flexlife has found the Goods or part thereof not to have been supplied in accordance with the Purchase Order, Flexlife shall detail in writing the specific nature of the defect and upon receipt of such notice, the Supplier shall at its own risk and expense and within seven (7) days of receipt of such notice commence, at Flexlife's option, to either replace or repair the Goods or any part thereof found to be defective, due to faulty material, workmanship or design or due to any act or omission of the Supplier Group. A further twenty-four (24) month warranty shall be given by the Supplier for those Goods where such Goods (or part thereof) have been replaced or repaired; such warranty shall commence as soon as the Goods (or part thereof) have been replaced or repaired and approved as such by Flexlife. If such remedial work is not commenced within the said time period then Flexlife may commence the remedial work itself or authorise others to do the same, and Supplier shall reimburse Flexlife for all costs arising therefrom.

ii) Warranty for Services. The Supplier shall be responsible for remedying at its own expense any defect or failure caused by Supplier Group that may arise in the Services within twelve (12) months from the completion of the Services. Supplier shall guarantee for a further period of twelve (12) months all remedial work carried out under this Clause. If any defects or failures which Supplier is obliged to remedy under this clause are not remedied within a reasonable time, or circumstances render it impracticable for Supplier to do the same, Flexlife may remedy such defects or failures itself or authorise others to do the same, and Supplier shall reimburse Flexlife for all costs arising therefrom.

11.3 This warranty and Flexlife's remedies hereunder are in addition to Flexlife's other rights and remedies existing under the Purchase Order or at law.

12. Assignment and Sub-Contracting

12.1 The Supplier shall not assign or subcontract all or any part of its rights or obligations hereunder without Flexlife's prior written consent. Such consent shall not be unreasonably withheld or delayed. Flexlife's consent to subcontract shall not relieve the Supplier of any liability or obligation hereunder.

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12.2 Flexlife may assign all or any part of its rights or obligations hereunder to any Affiliate or to its client, if any, without the Supplier's consent and to any other third party with the Supplier's prior written consent. Such consent shall not be unreasonably withheld or delayed.

13. Changes

13.1 Flexlife may at any time make changes in writing relating to the supply of Goods and/or Services under the Purchase Order including changes to the Delivery Date. If such changes result in an increase or decrease in cost or time an equitable adjustment shall be made to the Purchase Order Price, Delivery Date or both. Any claim for adjustment by the Supplier must be approved by Flexlife in writing before the Supplier proceeds with such change.

14. Ownership and Risk

14.1 The Supplier warrants full, clear and unrestricted title in the Goods, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. Title in the Goods shall pass to Flexlife as soon as they have been allocated to the Purchase Order, delivered hereunder or paid for by Flexlife whichever is the earliest and risk in the Goods shall pass on Acceptance.

15. Flexlife Property

15.1 All tools, designs, patterns and equipment or materials of every description furnished by Flexlife to the Supplier in connection with the supply of the Goods and/or the supply of the Services shall be and remain the property of Flexlife. Such property shall be plainly marked or otherwise adequately identified by the Supplier as "Property of Flexlife".

15.2 Such property whilst in the Supplier's custody or control shall be held at the Supplier's risk and shall be subject to removal at Flexlife's written request in which event the Supplier shall prepare such property for shipment and shall redeliver to Flexlife in the same condition as originally received by the Supplier. Notwithstanding anything to the contrary contained in Clause 5, the Supplier shall reimburse Flexlife for replacement or repair as appropriate, necessitated by any loss and/or damage to such property arising whilst in Supplier's custody or control, reasonable wear and tear excepted.

16. Proprietary Rights

16.1 The Supplier warrants to keep all designs, information, blueprints and engineering data with respect to the Goods and Services confidential and not to make use of, but to assign to Flexlife each invention, improvement and discovery relating thereto (whether or not patentable) conceived or reduced to practice in the performance of the Purchase Order by any person employed by or working under the directions of the Supplier Group. Upon completion of the Purchase Order the Supplier shall hand over to Flexlife all such designs, information, blueprints and engineering data in its possession and cause its employees to sign any and all papers necessary or required to enable Flexlife to file applications for patents throughout the world and to obtain title thereto without prejudice to the other rights of Flexlife hereunder.

17. Patents

17.1 The Supplier shall be liable for and shall release, save, defend indemnify and hold harmless Flexlife Group against all Claims arising from infringement of any patent, trademark, registered design, copyright or other proprietary right in respect of the performance by the Supplier of its obligations under the Purchase Order and the use by Flexlife Group of the Goods and Services supplied hereunder and this condition shall remain binding on the Supplier notwithstanding the completion or termination of the Purchase Order.

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17.2 All copyrights, design rights, patents and related applications arising out of and developed in connection with the Purchase Order shall vest exclusively in Flexlife.

18. Force Majeure

18.1 Neither party shall be responsible for any failure to fulfil any term or condition of the Purchase Order if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence whether or not foreseeable at the time of entering into the Purchase Order, which has been notified to the other party and which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence, the said party is unable to provide against.

18.2 The term "force majeure", as used herein, shall mean acts of God, strikes at a national or regional level, or other industrial disputes at a national or regional level, terrorist acts, wars, riots, earthquake, flood, fire, explosions and/ or any other natural physical disaster, but excluding weather conditions regardless of severity. For the avoidance of doubt, industrial disputes solely amongst the employees of either of the parties shall not constitute force majeure.

19. Termination

19.1 In the event of the Supplier's default in performance of any of its obligations under the Purchase Order, Flexlife may give the Supplier notice to rectify such default within the time specified in Flexlife's written notice.

19.2 If the Supplier fails to comply with the requirements of such notice or if, in Flexlife's reasonable opinion such default is not capable of being rectified, or in the event of the Supplier's bankruptcy or insolvency, Flexlife shall be entitled to terminate the Purchase Order in whole or in part forthwith by giving notice in writing to that effect. In the event that Flexlife terminates the Purchase Order due to the Supplier's default or breach, the Supplier shall not be entitled to any further payment upon termination

19.3 Flexlife may at its absolute discretion suspend or terminate the Purchase Order without cause at any time and, in the event of such termination, Flexlife agrees to pay the Supplier for all Goods and Services satisfactorily completed up to the time of termination together with reasonable and substantiated direct costs arising from such suspension or termination, as evidenced by documentation satisfactory to and verified by Flexlife, provided that in no event shall the total amount payable to the Supplier exceed the Purchase Order value.

19.4 Without prejudice to Flexlife's rights under the Purchase Order or at law, on termination of the Purchase Order, Flexlife (or its authorised representatives) shall be entitled to enter the Supplier's premises or any place where the work under the Purchase Order is being performed and take possession of the whole or any part of the Goods and remove the same for completion by the Flexlife Group or by a Third Party. If the termination of the Purchase Order is as a result of Supplier Group's default, any additional costs reasonably incurred by the Flexlife Group as a direct result of such termination shall be recoverable from the Supplier.

20. Confidentiality

20.1 All information obtained by the Supplier Group in the course of and in connection with the Purchase Order concerning the Flexlife Group, shall be held confidential by the Supplier and shall remain the property of the Flexlife Group and shall not be divulged by any member of the Supplier Group to any Third Party without the prior written consent of Flexlife.

20.2 All such data must not be removed from the Flexlife Group's premises without Flexlife's approval. All documents, drawings and other records containing such information, and any copies thereof, shall upon completion of the Purchase Order or its earlier termination, be returned to Flexlife. The Supplier agrees not to use for publicity purposes any photographs, drawings and/or materials in connection with the performance of the Purchase Order without obtaining the

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prior written consent of Flexlife. This clause shall remain binding on the Supplier notwithstanding completion or termination of the Purchase Order.

21. Business Ethics and Anti-Bribery and Corruption Compliance

21.1 The parties shall uphold the highest standards of business ethics in the performance of the Purchase Order.

21.2 The Supplier shall:

(i) 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 and all such legislation as the same may be modified, supplemented or replaced;

(ii) 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;

(iii) Comply with Flexlife's Ethics, Anti-Bribery and Corruption Policies (annexed to these conditions at schedule A) as Flexlife may update them from time to time.

(iv) Have and shall maintain in place throughout the term of the Purchase Order its own policies and procedures, including (but not limited to) adequate procedures under the Bribery Act 2010, to ensure compliance with the laws referred to in paragraph 21.2(i) and Flexlife's Anti-Bribery and Corruption Policies, and paragraph 21.2(ii) and will enforce them where appropriate;

(v) Promptly report to Flexlife any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Purchase Order;

(vi) Immediately notify Flexlife (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

(vii) Within twelve (12) months of the date of the Purchase Order, and annually thereafter, certify to Flexlife in writing signed by an officer of the Supplier, compliance with this clause 21 by the Supplier and all persons associated with it under Clause 21.5). The Supplier shall provide such supporting evidence of compliance as Flexlife may reasonably request.

21.3 The Supplier shall ensure that any person associated with the Supplier who is performing Services or providing Goods in connection with the Purchase Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 21. The Supplier shall be responsible for the observance and performance by such persons of these obligations and shall be directly liable to Flexlife for any breach by such persons of any of this clause 21.

21.4 Breach of this clause 21 shall be deemed a material breach under clause 19. **21.5** For the purpose of this clause 21, 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 21 a person associated with the Supplier includes, but is not limited to, any subcontractor of the Supplier.

22. Notices

22.1 Notices shall be validly given if sent by post, electronic mail, delivered by hand and/or by courier, to the addresses of the parties stated on the Purchase Order or to an address subsequently notified in writing by one party to the other party.

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23. Contracts (Rights of Third Parties) Act

23.1 The parties to this Purchase Order agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this Purchase Order, but only to the extent that a member of a party's Group (other than Flexlife or Supplier) shall be entitled in its own right to enforce the benefit only of the indemnities given to it by virtue of Clause 5 but not in any other respect. Further, in making a claim under this Purchase Order, the remedies of any such member shall be limited to claiming damages; and no such member shall be entitled to assign any benefit conferred on it pursuant to this Purchase Order. The parties hereto may rescind or vary any term of this Purchase Order without the consent of any such member, even if as a result that member's right to enforce a term of this Purchase Order would be varied or extinguished.

24. General Legal Provisions

24.1 None of these Terms and Conditions of the Purchase Order shall be considered to be waived by either Flexlife or the Supplier unless such waiver is given in writing. No failure on the part of either party to enforce any of the Terms and Conditions of the Purchase Order shall constitute a waiver of such terms.

24.2 The Purchase Order supersedes all prior negotiations, representations or agreements related to the Purchase Order, either written or oral. Terms and conditions set forth in Supplier's quotation, if any, or any delivery note, or other pre-printed terms of the Supplier shall be null and void.

24.3 Any provision herein, which is or becomes illegal or unenforceable shall be severed from the Purchase Order and shall not affect the validity of the remaining provisions hereof.

24.4 The Purchase Order shall be construed and take effect in accordance with English law excluding those conflict of law rules and choice of law principles that would deem otherwise.

24.5 It is expressly understood that the Supplier is an independent contractor and neither the Supplier nor anyone employed by the Supplier shall be deemed for any purpose to be an employee, agent, partner, servant or representative of Flexlife.

25. Dispute Resolution

25.1 Should a dispute arise between Flexlife and the Supplier out of or in connection with the Purchase Order, the parties shall initially endeavour to resolve such dispute via their appointed representatives, failing which the dispute shall then be referred to the Managing Directors or equivalent managers of the parties.

25.2 In the absence of any agreement being reached on a particular dispute either party may take appropriate action to resolve such dispute, which shall then be submitted to the exclusive jurisdiction of the English Courts.

25.3 Whilst any matter or matters are in dispute, the Supplier shall proceed with the execution and delivery of the Goods and Services and both the Supplier and Flexlife shall comply with all the provisions of the Purchase Order.

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