



AVACTA LIFE SCIENCES LIMITED

STANDARD TERMS AND CONDITIONS OF PURCHASE

OF GOODS AND SERVICES

IMPORTANT – PLEASE READ: AVACTA draws your attention in particular to Clause 8.

1. APPLICATION OF CONDITIONS

- 1.1 These Conditions shall apply to all Contracts for the purchase of Products and/or Services from the Supplier pursuant to each Order placed by AVACTA and are the only terms upon which AVACTA is prepared to deal with the Supplier, to the exclusion of all others.
- 1.2 No changes or variations to these Conditions or any Order shall be effective unless agreed in writing between the Parties.
- 1.3 No terms and conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of Order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2. SALE OF PRODUCTS/SERVICES

- 2.1 Any quotation for the Products and/or Services provided by the Supplier shall be deemed to be an offer by the Supplier and shall not be accepted by AVACTA until AVACTA places an Order. The Contract shall become binding when AVACTA places an Order with the Supplier for the Products and/or Services.
- 2.2 The Supplier shall sell and AVACTA shall purchase such quantities of the Products, as detailed in the relevant Order.
- 2.3 The Supplier shall perform such Services as are detailed in the relevant Order and time for performance of the Services shall be of the essence for the purposes of the Contract.
- 2.4 Each Order shall incorporate the Conditions.

3. SUPPLIER'S WARRANTIES

- 3.1 The Supplier warrants and represents to AVACTA that all Products supplied to AVACTA shall:
 - 3.1.1 conform in all respects to the Specification;
 - 3.1.2 be of satisfactory quality;
 - 3.1.3 be fit for the purpose for which they are purchased;

- 3.1.4 be free from defects in materials and workmanship;
 - 3.1.5 not infringe or violate any Intellectual Property Rights or Confidential Information, nor any contractual, employment or property rights, or other rights of any third parties; and
 - 3.1.6 conform with all Laws applicable to the manufacture and intended use of the Products.
- 3.2 The Supplier shall give twelve (12) months' prior written notice to AVACTA of any proposed change in the raw materials used or the supplier of the raw materials used to manufacture the Products or the site at which the Products are manufactured.
- 3.3 The Supplier warrants and represents to AVACTA that the Services shall be performed:
- 3.3.1 on time and using reasonable skill and care;
 - 3.3.2 by suitably and appropriated skilled and trained personnel; and
 - 3.3.3 in accordance with all applicable Laws and regulations.
- 3.4 The Supplier shall allow AVACTA (including its employees, agents or representatives) reasonable access to the Supplier's site(s) (or such other premises) and such related quality records as are necessary to enable AVACTA to carry out such quality audits as AVACTA deems necessary in order to determine the Supplier's compliance with its obligations under the Contract. AVACTA shall be entitled to carry out the quality audits on reasonable notice to the Supplier and during normal working hours at the manufacturing site or such other of the Supplier's premises, provided that if a material breach by the Supplier, major or critical issue, product recall or other emergency occurs (which may be referred to as a "for cause" reason), the Supplier shall grant AVACTA immediate access.

4. **MANUFACTURE AND DELIVERY OF THE PRODUCTS**

- 4.1 Each Order shall set out the quantity and point of delivery of Products required by AVACTA at that time ("**Ordered Products**").
- 4.2 The Supplier agrees to comply in all respects with the Delivery Date notified to it by AVACTA in the Order, and to deliver the correct quantity of Ordered Products on each Delivery Date. For the avoidance of doubt, time of delivery of the Products shall be of the essence for the purposes of the Contract.
- 4.3 The Supplier shall deliver the Products to AVACTA's site as notified by AVACTA in the Order or such other delivery address as may be set out in the relevant Order. The Supplier shall arrange and be responsible for the cost of:
- 4.3.1 carriage and insurance during transit; and
 - 4.3.2 necessary official authorisation or documents; and
 - 4.3.3 export and import licences and duties; and
 - 4.3.4 any applicable taxes and levies relating to the delivery of the Products.

- 4.4 Risk in and responsibility for and title to the Products shall pass to AVACTA on completion of delivery of the Products in accordance with Clause 4.5.
- 4.5 Delivery shall be completed when the Products have been unloaded by the Supplier at the unloading bay at the point of delivery specified in the relevant Order and the delivery has been accepted by a duly authorised agent, employee or site representative of AVACTA (or customer if delivery is directly to AVACTA's customer's site). Acceptance of the Products by a duly authorised agent, employee or site representative of AVACTA (or its customer) shall only relate to Products that are accepted on reasonable inspection at the point of delivery.
- 4.6 All Products supplied shall be properly packaged and secured in such a manner as to reach the relevant delivery address in good condition and in accordance with the Specification.
- 4.7 If the Products are delivered before the Delivery Date, AVACTA shall be entitled at its sole discretion to refuse to take delivery or to accept delivery, or where it accepts delivery prior to the Delivery Date, to charge the Supplier for the costs of insurance and storage of the Products incurred by AVACTA until the Delivery Date.
- 4.8 Consignment or part deliveries may be rejected unless AVACTA has agreed in writing to accept such deliveries.
- 4.9 If the Supplier fails to meet its obligations under the Contract, AVACTA shall be entitled to obtain such remedies as may be available to it either under the Contract or otherwise at equity or law, including the withholding from payment to the Supplier (or recovering as a sum of money due from the Supplier) of all or part of the price that is allocable to the defective Products and/or Services for the period in which the Supplier fails to comply with the Contract. For the avoidance of doubt, where AVACTA does withhold payment of the price, no interest shall accrue pursuant to Clause 5.6 or otherwise on such sums withheld.
- 4.10 If the Supplier is unwilling or unable to supply the Products and/or Services to AVACTA, or the Supplier fails to deliver the Products and/or perform the Services detailed in any Order to AVACTA by the Delivery Date or the relevant date for performance, AVACTA shall be entitled to hold the Supplier accountable for all Losses or additional costs (or both) incurred as a result.

5. **PRICE AND PAYMENT**

- 5.1 The price for the Products and/or Services shall be as set out in each Order. The List Price shall be fixed during the term of the Contract.
- 5.2 Unless otherwise agreed by AVACTA in writing, the price for the Products and/or Services:
- 5.2.1 shall be paid in pounds sterling (£) calculated at the rate of exchange of the Bank of England on the date due; and
- 5.2.2 shall be inclusive of delivery, VAT (if applicable) and any other applicable duties and taxes.
- 5.3 Invoices shall not be rendered by the Supplier until completion of delivery of all of the Products and/or satisfactory performance of the Services specified on each Order.

Payment shall not constitute acceptance by AVACTA of the satisfactory performance of the Services or the conformity of the Products.

- 5.4 AVACTA shall pay the price for the Products and/or Services within thirty (30) days of the date of receipt by AVACTA of the Supplier's valid and undisputed invoice. Time of payment shall not be of the essence for the purposes of the Contract. AVACTA shall pay by BACS to the Supplier's nominated bank account details of which the Supplier shall provide to AVACTA in writing.
- 5.5 If there is any invoice (or part thereof) that is disputed, AVACTA shall be entitled to withhold payment of the relevant invoice in full. The Parties shall work together to reach mutual agreement on the amount in dispute. The Supplier shall issue an amended invoice to reflect the agreed adjusted amount.
- 5.6 If AVACTA fails to make payment to the Supplier of any sums owed in the timescale specified in the Contract or any Order made pursuant to it, the Supplier may charge interest to AVACTA on such overdue sums, accruing daily at a rate of 2% (two per cent) per annum above the Bank of England base rate from time to time until such time as payment has been made, but at 2% per annum for any period where that base rate is below 0%. The Parties agree that this is a substantial remedy and that the Late Payment of Commercial Debts (Interest) Act 1998 shall not apply to the Contract. For the avoidance of doubt, interest shall not be payable on any unpaid sums withheld pursuant to Clause 4.9 above.
- 5.7 AVACTA has the right to withhold or deduct amounts payable under the Contract due to any breach of the Contract by the Supplier or to withhold or deduct such sums (whether by way of set-off or otherwise) owing to AVACTA from sums due to the Supplier under the Contract.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Supplier shall promptly and fully notify AVACTA of any actual, threatened or suspected infringement throughout the world of any third party Intellectual Property Rights or of any claim by any third party so coming to its notice that the use or sale of the Products and/or the Deliverables infringe any rights of any other person. The Supplier shall at the request and reasonable expense of AVACTA do all such things as may be reasonably required to assist AVACTA in taking or resisting any proceedings in relation to any such infringement or claim.
- 6.2 Nothing in the Contract shall give the Supplier any rights in respect of any trade names, trade marks or Intellectual Property Rights owned or used by AVACTA (and/or its Associated Companies) in relation to the use or sale of the Products and/or the Deliverables or of the goodwill associated therewith and the Supplier hereby acknowledges that it shall not acquire any rights in respect thereof and that all such rights and goodwill are and shall remain vested in AVACTA.
- 6.3 Any and all information and/or data relating to AVACTA's customers in respect of the onward supply of the Products shall be deemed to be AVACTA's Intellectual Property Rights and its Confidential Information. The Supplier shall not be permitted to use such customer information and/or data other than in compliance with its obligations under the Contract.
- 6.4 The Supplier shall not use any trade marks or trade names so resembling the trade marks or trade names of AVACTA as to be likely to cause confusion or deception.

6.5 AVACTA shall own any and all Intellectual Property Rights created and/or reduced to practice directly or indirectly, in connection with or as a result of the Contract, including without limitation, the Deliverables. Nothing in the Contract shall affect AVACTA's (and/or its Associated Companies') ownership of AVACTA's Intellectual Property Rights existing as at the Effective Date.

7. CONFIDENTIALITY

7.1 The Supplier will and shall procure that its personnel will, keep confidential all Confidential Information that it may acquire from AVACTA (and/or its Associated Companies) arising out of or in connection with the Contract and will not use the Confidential Information for any purpose other than to the extent necessary to complete its obligations under the Contract.

7.2 Clause 7.1 above does not apply to the extent that information is and can be shown by documentary evidence to be:-

7.2.1 lawfully in the possession of the Supplier prior to its earliest receipt from AVACTA;

7.2.2 already in or to have entered the public domain other than as a result of a breach by the Supplier of a confidentiality obligation; or

7.2.3 required by law to be disclosed by the Supplier, but only to the extent of such order and the Supplier shall promptly inform AVACTA of such requirement prior to any disclosure.

7.3 The Supplier hereby acknowledges that substantial damage could be done to AVACTA through any breach of this Clause 7 for which damages at law may not be an adequate remedy, and the Supplier agrees that the provisions of the Contract preventing disclosure and use of Confidential Information may be specifically enforced by a court of competent jurisdiction, including by way of injunctive relief.

8. LIABILITY AND INSURANCE

8.1 Nothing in this Clause 8 or the other provisions of the Contract is intended to and/or shall restrict or exclude either Party's liability for death or personal injury resulting from its negligence, or any liability for fraud, fraudulent misrepresentation or any other liability that cannot be restricted by applicable law.

8.2 Subject to Clause 8.1, the Supplier shall indemnify and keep indemnified AVACTA in respect of any and all Losses incurred by AVACTA as a result of:

8.2.1 any and all claims brought in respect of death or personal injury or loss, destruction or damage to property howsoever arising from the use of the Products and/or the Deliverables to the extent that such death or personal injury or loss, destruction or damage to property is caused by the Supplier;

8.2.2 any and all claims made against AVACTA which would not have been caused or made had the Supplier complied with the warranties given to AVACTA at Clauses 3.1 and/or 3.3;

8.2.3 any and all claims arising out of errors and omissions in drawings, calculations, packing details or other particulars; and

- 8.2.4 any and all breaches by the Supplier (or any of its employees, agents, representatives or sub-contractors) of the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- 8.3 The Supplier shall obtain and maintain in force for the term of the Contract adequate and suitable insurance with a reputable insurance company to cover its liability under the Contract (including product liability, public liability and employer's liability insurance cover) and shall supply to AVACTA on its reasonable request, certificates to prove that the Supplier has appropriate and valid insurance.
- 8.4 For the avoidance of doubt, the Supplier shall be liable under all provisions of the Contract (including Clause 8.2) whether or not it complies with the provisions of Clause 8.3.
- 8.5 In the event that any of the Products (whether relating to the whole or part of the quantity of Products requested under the relevant Order) supplied under the Contract do not comply with the Specification or the warranties set out in Clause 3.1, AVACTA shall be entitled, at its sole election, to:
- 8.5.1 reject and return (at the Supplier's risk and at no additional cost to AVACTA) such Products to the Supplier. The Supplier shall promptly replace the defective Products; and/or
 - 8.5.2 obtain a refund of the price paid by AVACTA and to rescind the relevant Order relating to such defective Products; and/or
 - 8.5.3 claim such Losses as may have been sustained in consequence of the Supplier's breach of the Contract resulting from a breach of the Contract by the Supplier.
- For the avoidance of doubt, this is not an exhaustive list of remedies.
- 8.6 In the event that any of the Services performed and/or the Deliverables (whether in whole or part) under the Contract do not comply with the Order or the warranties set out in Clause 3.3, AVACTA shall be entitled at its sole election to:
- 8.6.1 require the Supplier to re-perform the defective Services (at no additional cost to AVACTA); and/or
 - 8.6.2 obtain a refund of the price paid by AVACTA and to rescind the relevant Order relating to such defective Services; and/or
 - 8.6.3 claim such Losses as may have been sustained in consequence of the Supplier's breach of the Contract resulting from a breach of the Contract by the Supplier.
- For the avoidance of doubt, this is not an exhaustive list of remedies.
- 8.7 The provisions of Clauses 8.5 and/or 8.6 shall be without prejudice to any and all other remedies and rights available to AVACTA with respect to the defective Products and/or Services (as appropriate).
- 8.8 AVACTA's total aggregate liability under or in connection with the Contract shall not exceed the amount paid to the Supplier in the twelve (12) months prior to the relevant claim.

9. DURATION AND TERMINATION

- 9.1 The Contract shall come into force on the Effective Date and, subject to the following provisions of this Clause 9, shall continue in full force and effect, unless or until termination by AVACTA giving to the Supplier not less than one (1) month's prior written notice.
- 9.2 Either Party (the "**Terminating Party**") shall have the right to terminate the Contract forthwith at any time by written notice to the other if:-
- 9.2.1 the other Party commits any continuing or material breach of any of the provisions of the Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within fourteen (14) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- 9.2.2 the other Party proposes to or actually:-
- (a) goes into compulsory or members voluntary liquidation or passes a resolution for voluntary winding up or its directors convene a meeting of shareholders for that purpose (save for the purposes of amalgamation or reconstruction where the amalgamated or reconstructed company agrees to adhere to the Contract); or
 - (b) has an administrator or receiver appointed over all or any part of its assets or undertaking; or
 - (c) is the subject of any judgment or order made against it which is not complied with or is the subject of any execution, distress, sequestration or other process levied upon or enforced against any of its assets; or
 - (d) has any action, step, legal proceedings or other procedure taken in respect of it by its directors, shareholders, bankers, creditors or any person seeking to appoint a liquidator or an administrator or takes any such act or step itself; or
 - (e) has proposed in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986 as amended from time to time; or
 - (f) ceases or threatens to cease to carry on business; or
 - (g) gives the Terminating Party reasonable grounds for believing that it (the other Party) is unable to meet its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 as amended;
- 9.2.3 any event or circumstance similar, equivalent or analogous to any of the events described in Clause 9.2.2 occurs in relation to the other Party in any jurisdiction to which that Party is subject.
- 9.3 AVACTA shall have the right to terminate the Contract forthwith by written notice to the Supplier if the Supplier undergoes a change of Control.

- 9.4 The rights to terminate the Contract given by this Clause 9 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 9.5 Any provision of the Contract, which is expressly or by implication intended to continue in force and effect after termination of the Contract shall continue in force and effect notwithstanding such termination, including Clauses 3.1 and 3.3 (Warranties), Clause 6 (Intellectual Property Rights), Clause 7 (Confidentiality), Clause 8 (Liability and Insurance), and Clause 10 (General).
- 9.6 Upon the termination of the Contract for any reason, subject to any rights or obligations which have accrued prior to termination and/or as otherwise provided in the Contract, neither Party shall have any further obligation to the other under the Contract.
- 9.7 The Supplier shall not be entitled to any claims, compensation or damages arising out of the valid termination of the Contract in accordance with the Contract notwithstanding any provision or rule of law to the contrary.

10. **GENERAL**

- 10.1 The Supplier shall not assign, novate, dispose of, sub-licence, sub-contract or otherwise transfer the Contract nor any or all of their rights and obligations hereunder to any third party without the prior written consent of AVACTA.
- 10.2 The Supplier shall not be relieved from any liabilities or obligations under the Contract and shall be responsible for the acts, defaults and negligence of any sub-contractor as fully as if they were the acts, defaults or negligence of the Supplier.
- 10.3 The Contract constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements, representations (excluding fraudulent misrepresentations), writings, proposals, negotiations, understandings, communications, oral or written, express or implied between the Parties regarding the subject matter of the Contract and to the extent permitted by law. For the avoidance of doubt, the Contract shall expressly exclude any standard terms and conditions of sale, services and/or business that the Supplier may purport to apply under the Contract any Order, or otherwise.
- 10.4 Any notice, consent, approval, agreement or other document required under the Contract shall, in the absence of any express provision to the contrary shall be in writing in the English language and shall be deemed to have been duly given if left at or sent by hand or by registered post to a Party at the address set out in the Commercial Terms for such Party or such other address as one Party may from time to time designate by written notice to the other. Such notice shall be deemed to have been received by the other Party: (i) two (2) Business Days following the date of dispatch if the notice or other document is sent by registered post; or (ii) five (5) Business Days following the date of dispatch if the notice or other document is sent by registered airmail post; or (iii) simultaneously with the delivery if delivered by hand.
- 10.5 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable (in whole or part), the other provisions of the Contract and the remainder of the affected provisions shall be valid and continue in full force and effect.

- 10.6 The Supplier is appointed as an independent contractor. The Contract is not intended to create or establish, nor shall be construed as creating or establishing, any agency, partnership or corporate relationship between the Parties, and neither Party is authorised to bind the other Party, contractually or otherwise, or to provide warranties or representations on behalf of the other Party.
- 10.7 An entity which is not expressly a Party to the Contract shall have no right under the Contract (including under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Contract. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall be expressly excluded from the Contract. Notwithstanding the foregoing of this Clause 10.7, any Associated Company may enforce any term of the Contract.
- 10.8 AVACTA shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under the Contract through any of its Associated Companies and any act or omission of any such Associated Company shall for the purposes of the Contract be deemed to be the act or omission of AVACTA.
- 10.9 The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 10.10 The failure of a Party to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right or operate to bar the exercise or enforcement of it at any time or times thereafter.
- 10.11 Each Party to the Contract shall be responsible for the payment of its own costs (and not those of the other Party) in connection with the negotiation, preparation and execution of the Contract.
- 10.12 Each Party warrants to the other that the signatory or signatories to the Contract are duly authorised and empowered to execute the Contract on its behalf and so as to bind it to the terms of the Contract.
- 10.13 The Contract shall not be varied, except in writing and signed by the duly authorised representatives of both the Parties.
- 10.14 The Contract shall be governed by and construed in all respects in accordance with the laws of England, and the English courts shall have exclusive jurisdiction in all matters relating to the Contract (whether of a contractual or tortious nature or otherwise).
- 10.15 Each Party will comply (to the extent that they apply) with applicable Laws relating to anti-corruption, anti-trust and anti-money laundering and each of the Parties shall have in place and maintain, Adequate Procedures designed to prevent any act of bribery (as that term is defined in the Bribery Act 2010) being committed by each of the respective Parties (and its Associated Persons, as defined in the Bribery Act 2010). Each of the Parties will not at any time, do anything that could contravene the Bribery Act 2010 (or any equivalent legislation in a Relevant Jurisdiction). Any breach of this clause by the Supplier shall be deemed to be a material breach of the Contract.

11. **DATA PROTECTION**

- 11.1 All definitions in this Clause have the meaning given to them under the Data Protection Legislation.

- 11.2 To the extent that either party is a data controller or data processor and needs to process personal data where such processing is necessary for the performance of this Agreement each party shall comply with the provisions of the Data Protection Legislation to the extent that it is applicable. Avacta will process personal data in accordance with its Privacy Policy, a current copy of which can be found on Avacta's website.
- 11.3 To the extent applicable under Data Protection Legislation, each party shall keep a record of: (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; (iii) the type of personal data and categories of data subject; and (iv) the obligations and rights of the data controller.
- 11.4 To the extent that a party is acting as a data processor, it shall:
- 11.4.1 only act on the written instructions of the controller (unless required by law to act without such instructions);
 - 11.4.2 ensure that its personnel processing the data are subject to a duty of confidence;
 - 11.4.3 take appropriate measures to ensure the security of processing;
 - 11.4.4 only engage a sub-processor with the prior written consent of the data controller and subject to a written contract;
 - 11.4.5 assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;
 - 11.4.6 assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
 - 11.4.7 delete or return all personal data to the controller as requested on the expiry or termination of this Agreement; and
 - 11.4.8 must submit to audits and inspections, provide the controller with whatever information it needs to ensure compliance with Article 28 GDPR obligations, and inform the controller immediately if it is required to do something infringing the GDPR or other data protection law of the EU or a member state.
- 11.5 Nothing in this Agreement shall exclude or limit either party's direct liability under the Data Protection Legislation.
- 11.6 In the Contract **Error! Reference source not found.**, the following words shall have the following meanings, unless the context otherwise requires:-

"AVACTA" means Avacta Life Sciences Limited (company number: 06605196) whose principle place of business is situated at Unit 20, Ash Way, Thorp Arch Estate, Wetherby, LS23 7FA, United Kingdom, being the Buyer for the purposes of the Contract;

"Associated Company" means any company which is a subsidiary or holding company of AVACTA (as appropriate) or any

subsidiary of such holding company from time to time and "**subsidiary**" and "**holding company**" shall have the meanings set out in section 1159 of the Companies Act 2006;

" Business Day "	means any day which is not a Saturday, a Sunday or a bank or public holiday in England.
" Commercial Terms "	means the commercial terms detailing the specific commercial elements of the Contract which may be incorporated in the Order;
" Conditions "	means these standard Terms and Conditions of Purchase for Products and/or Services together with any special terms agreed in writing by the Supplier and AVACTA;
" Confidential Information "	means any and all information provided by AVACTA under the Contract that is either: (i) marked as being confidential (or in the case of verbal discussions is later confirmed in writing to be confidential); or (ii) information (however communicated) that is of a type that the other party could reasonably have been expected to know that the information was confidential, including any customer information and/or data relating to AVACTA's customers;
" Contract "	means any agreement between AVACTA and the Supplier for the purchase of Products and/or Services including the Commercial Terms, Order and incorporating these Conditions;
" Control "	means the ability of a person and or company to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise;
" Data Protection Legislation "	means the General Data Protection Regulation (GDPR); Data Protection Act 2018 and ICO Guidance, as amended from time to time;
" Delivery Date "	means the date and times for the delivery of the Products, as notified to the Supplier by AVACTA in the Order;
" Effective Date "	means the date of the Contract;
" Intellectual Property Rights "	means any and all patents, trade marks and service marks, registered designs, design rights and copyright, moral rights, rights in data and databases and other protectable lists of information, rights in confidential information, trade secrets, inventions and know-how, trade and business names, domain names, get-ups, logos and trade dress (including all extensions, revivals and renewals, where relevant) in each case whether registered or unregistered and applications for any of

them and the goodwill attaching to any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;

"Laws"

means:-

- (a) any and all statutes or proclamations or any delegated or subordinate legislation;
- (b) any applicable and enforceable European Union right (to the extent that such laws remain applicable within the United Kingdom and/or are applicable to the particular supply of Products or Services);
- (c) any applicable guidance, direction, determination, standards or approvals; and
- (d) any applicable and binding judgment of a relevant court of law;

in each case in force from time to time in the Relevant Jurisdictions;

"List Price"

means the Supplier's List Price for the Products as at the Effective Date which the price for the Products will be based, a copy of which is attached in the Commercial Terms;

"Losses"

means any and all losses on a pound for pound basis, including any loss of revenue or business, liabilities, damages, costs (including legal costs and disbursements), expenses, claims, demands or proceedings howsoever arising and suffered or incurred by AVACTA, in each case whether or not the loss arose in the ordinary course of business or was otherwise reasonably foreseeable;

"Order"

means a purchase order for the Products and/or Services issued by AVACTA;

"Products"

means the products set out in the Commercial Terms and/or the relevant Order;

"Relevant Jurisdictions"

means the jurisdictions of manufacture and delivery of the Products and/or performance of the Services;

"Services"

means the services to be performed by the Supplier as set out in the Commercial Terms and/or the relevant Order;

"Specification"

means the specification of the Products (if applicable) as attached in the Commercial Terms;

“Supplier” means the Supplier of the Products as detailed in the Commercial Terms.

- 11.7 The headings in the Contract are for convenience only and shall not affect its interpretation.
- 11.8 Any reference to 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.
- 11.9 A Clause or Schedule is a reference to clause or schedule to the Contract and the Schedules are to form part of the Contract and shall be interpreted and construed as though they were set out in the Contract.
- 11.10 If and to the extent only of any conflict between the Commercial Terms and the Conditions, the Commercial Terms shall prevail over the Conditions.
- 11.11 Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting "**persons**" shall include individuals, bodies corporate, unincorporated associations and partnerships.
- 11.12 Any lists or examples following the word "**including**" shall be interpreted without limitation to the generality of the preceding words.
- 11.13 A "**Party**" means any Party to the Contract individually and "**Parties**" refers to all of the Parties to the Contract collectively. A Party shall include all permitted assigns of the Party in question.
- 11.14 References to "**writing**" or "**written**" shall not be deemed to include facsimile or email.

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