



## J.S.T. (U.K.) LTD.

### TERMS AND CONDITIONS OF BUSINESS

#### 1 INTERPRETATION

##### (i) Definition

“**Brexit**” means the United Kingdom’s exit from the European Union and ceasing to be a: (i) member state of the European Union; (ii) member of the European Economic Area; and/or (iii) member of the European Union customs union;

“**Conditions**” means the terms and conditions set out in this document as amended from time to time in accordance with clause 18;

“**Contract**” means the contract between J.S.T. and the Customer for the sale and purchase of the Goods in accordance with these Conditions;

“**Customer**” means the person or firm who purchases the Goods from J.S.T.;

“**Delivery Data**” has the meaning given to that term in clause 6(ii);

“**Delivery Date**” means the date(s) on or by which J.S.T. shall endeavour to deliver the Goods to the Delivery Location, with such date(s) being specified in the Order Confirmation, subject always to clauses 5 and 13;

“**Delivery Location**” shall have the meaning ascribed thereto in clause 6(i);

“**Ex-Works**” has the meaning attributed thereto in Incoterms.

“**Force Majeure Event**” means an event or circumstances beyond the Company’s reasonable control including those events described at clause 12;

“**Goods**” means the Goods (or any part of them) set out in the Order;

“**Group**” means in relation to a company, that company, any subsidiary or holding company from time to time of that company;

“**Incoterms**” means Incoterms 2020 (as published by the International Chamber of Commerce);

“**J.S.T.**” means J.S.T. (U.K.) Ltd. (registered in England and Wales with company number 1517265);

“**J.S.T.’s Premises**” means any premises owned or used by J.S.T. or by any member of the J.S.T. Group;

“**Order**” means the Customer’s order for the Goods, subject to J.S.T.’s Quotation (where applicable);

“**Order Confirmation**” means J.S.T.’s acceptance of the Order;

“**Quotation**” means the J.S.T. quotation issued to the Customer, setting out the price for which it is prepared to supply the Goods to the Customer;

“**Small Order Charge**” means the small order charge as specified in the Order Confirmation (if applicable);

“**Specification**” means any specification for the Goods, including any related plans and drawings, that may be provided to the Customer by J.S.T with a Quotation;

“**Warranty**” has the meaning given to that term in clause 7(i);

“**Warranty Period**” has the meaning given to that term in clause 7(i); and

“**WEEE**” means any waste electrical and electronic equipment relating to the Goods.



(ii) Interpretation

- (a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes email.
- (d) Persons includes natural persons, firms, partnerships, companies, corporations and that person's personal representatives, successors and permitted assigns.
- (e) A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

**2 GENERAL**

- (i) These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. J.S.T. may update the Conditions from time to time and such changed Conditions shall apply to any and all contracts entered into by the parties after the date of any such update. The Customer is advised to keep the Conditions under review.
- (ii) The Order shall only be deemed to be accepted by J.S.T. as and when J.S.T. issues a written Order Confirmation, accepting the Order, at which point the Contract comes into existence.
- (iii) A Quotation for the Goods given by J.S.T. shall not constitute an offer. A Quotation shall only be valid for a period of 30 days from its date of the Quotation.
- (iv) The Order constitutes an offer by the Customer to purchase the Goods in accordance with the Conditions. The Customer is responsible for ensuring that the terms of the Order, any applicable Specification and the resulting Order Confirmation are complete, accurate and meet its requirements and that the Goods are fit for the Customer's purpose and the environment in which the Goods are to be utilised and/or installed (whether or not such information is made available to J.S.T.). If the Customer identifies an issue within the documentation it must promptly notify J.S.T. and (subject always to clause 4(iii)), J.S.T. shall revise the documentation accordingly. Any and all guidance given by J.S.T. and its representatives during the contracting process relating to the Goods is simply for the Customer's information purposes only. This guidance and information may not be relied upon by the Customer; it shall not form part of the Contract and it shall not detract or affect the obligation on the Customer to ensure that the Goods meet its requirements.
- (v) All Contracts entered into by J.S.T. (U.K.) Ltd. shall be deemed to incorporate these Conditions.

**3 GOODS**

- (i) Details of the Goods to be delivered are set out in the Order Confirmation. Any changes requested by the Customer to the nature of the Goods; the quantity of the Goods; the timelines for delivery of the Goods and/or the delivery requirements shall be a variation to the Contract (to be carried out in accordance with clause 18) and shall entitle J.S.T. to revise its pricing (including as a result of changes in batch sizes), delivery lead times and any other terms of the Contract (such changes to be agreed as part of the relevant Contract variation).
- (ii) The parties agree that:
  - (a) the Customer shall be solely responsible for compliance with the laws and regulations relating to the management of (as well as the payment for) the collection, recovery and environmentally sound disposal of all WEEE (such that the obligations in relation to the same shall be solely the Customer's, to the extent that the parties are permitted to agree this is the case as a matter of law) to the extent relevant to the Goods supplied;



- (b) J.S.T. shall (at the Customer's cost) provide the Customer's WEEE compliance scheme operator with such information, data and other assistance relating to the Goods as that scheme operator may reasonably and necessarily request from time to time, such as to assist the Customer in its compliance with legal requirements;
  - (c) the Customer shall provide to J.S.T. on request any data, documentation, information and other assistance as J.S.T. may reasonably require to evidence the Customer's compliance with this clause 3; and
  - (d) the Customer shall indemnify J.S.T. keep J.S.T. indemnified in full from and against any and all losses, costs (including legal and professional costs), expenses, damages and any other liabilities arising as a result of the Customer's failure to comply with this clause 3.
- (iii) J.S.T. reserves the right to amend any applicable Specification if required by any applicable statutory or regulatory requirements, and J.S.T. shall notify the Customer in any such event.

#### **4 PAYMENT**

- (i) Unless otherwise agreed in writing the price charged for the Goods shall be the price set out in the Order, or, if no price is quoted, where the Customer submitted Orders in the very recent past, the price shall be as set out in the most recent Order made by the Customer, or as may otherwise be notified to the Customer in writing by J.S.T..
- (ii) The price of the Goods:
  - (a) excludes amounts in respect of value added tax (VAT) or any equivalent sales tax, which the Customer shall additionally be liable to pay to J.S.T. at the prevailing rate, subject to the receipt of a valid VAT invoice;
  - (b) in the case of delivery to a Delivery Location within mainland UK, shall be charged on a delivered basis which means J.S.T. will be responsible for the delivery and the associated costs of the delivery of the Goods to the Delivery Location in the UK specified in the Order Confirmation; and
  - (c) in the case of delivery outside of mainland UK, shall be charged on an Ex-Works basis which excludes the costs and charges of insurance and transport of the Goods, which shall be additionally payable by the Customer.
- (iii) J.S.T. may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
  - (a) any factor beyond J.S.T.'s control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing and logistics costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - (c) any delay caused by any instructions of the Customer or failure of the Customer to give J.S.T. adequate or accurate information or instructions.
- (iv) The Customer shall pay each invoice submitted by J.S.T.:
  - (a) in full and cleared funds for all Goods including payment of any bank (including currency variation) charges applicable to such payment to a bank account nominated in writing by J.S.T.; and
  - (b) not later than:
    - (i) 30 days immediately following the calendar month in which the date of invoice falls:
    - (ii) as specified in any credit terms agreed by J.S.T. and confirmed in writing to the Customer; or



- (iii) as otherwise specified in the Order Confirmation or as previously agreed by J.S.T. in writing.
- (v) If the Customer shall fail to make payment within the period provided by sub-clause (iv) the Customer shall pay interest at the rate of 2% above the Bank of England base rate in force from the due date for payment of the invoice until payment and J.S.T. may at its discretion include the interest in the invoice price for the purpose of proceedings or invoice for the same as if it were a separate obligation.
- (vi) All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 5 TITLE AND RISK

- (i) The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 6(viii).
- (ii) Legal title in the Goods shall not pass to the Customer until J.S.T. receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due.
- (iii) Until title to the Goods has passed to the Customer, the Customer shall:
  - (a) store the Goods separately from other goods held by the Customer so that they remain identifiable as J.S.T.'s property;
  - (b) not remove, deface or obscure any identifying marks or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify J.S.T. immediately if it becomes subject to any insolvency event (as described in clause 11(i)(b)); and
  - (e) give J.S.T. such information as it may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.
- (iv) If the Goods have been converted into other products J.S.T. retains title to such other products as if they were solely and simply the Goods originally supplied.
- (v) J.S.T. may at any time require the Customer to deliver up all Goods in its possession and/or under its control, irrevocably incorporated into another product and/or installed. If the Customer fails to do so promptly, J.S.T. may enter the premises of the Customer or any third party where the Goods are stored to recover them (and the Customer shall procure the right of access for J.S.T. to do the same). Notwithstanding the foregoing, J.S.T. may, at its option, transfer title to the Goods at any point prior to receiving payment for the Goods.
- (vi) In the event of the Customer failing to make payments in accordance with clause 4 above, J.S.T. reserve the right to withhold delivery of any other Goods scheduled for delivery to the Customer and to rescind the Contract insofar as it relates to undelivered Goods but without prejudice to any accrued claims against the Customer.
- (vii) Complaints by the Customer as to the condition of the Goods shall not be grounds for the Customer to withhold payment of any accounts due to J.S.T.

## 6 DELIVERY

- (i) J.S.T. shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after J.S.T. notifies the Customer that the Goods are ready.
- (ii) If J.S.T. is to deliver the Goods to a location other than J.S.T.'s Premises, the Customer shall be responsible for providing to J.S.T., prior to the placement of an Order and so as to enable J.S.T. to build such data into its Quotation, details of the relevant delivery site, its access restrictions and requirements and any specific packaging requirements for the Goods, to enable J.S.T. to calculate the costs of delivering the Goods and to set the intended delivery dates and times ("**Delivery Data**"). The Order



Confirmation issued by J.S.T. shall be based on the Delivery Data notified to it by the Customer prior to that point. If there is any change to the Delivery Data, the Customer must promptly inform J.S.T. in accordance with clause (iii) below.

- (iii) The Customer shall be responsible for the accuracy and completeness of the Delivery Data. If any of the Delivery Data proves to be incomplete, inaccurate and/or out of date:
  - (a) prior to J.S.T. issuing to the Customer an Order Confirmation, the Customer shall promptly notify J.S.T. of the changed Delivery Data and J.S.T. shall reflect the revised data in its pricing within the relevant Quotation and/or Order Confirmation or otherwise inform the Customer of the impact of the revised data on the price and any other terms of the Contract;
  - (b) after J.S.T. has issued its Order Confirmation, the Customer shall promptly inform J.S.T. of the correct details and J.S.T. shall be entitled to vary the price and terms of the Contract as a consequence of the revised data in accordance with this clause (iii) and clause 4;
  - (c) J.S.T. shall be entitled to charge the Customer for any additional costs and expenses which J.S.T. incurs in delivering the Goods to the Customer as a result of the incomplete, inaccurate and/or out of date Delivery Data; and
  - (d) J.S.T. shall not be in breach of the Contract and/or have any liability to the Customer under or in respect of the Contract as a result of any failure on the part of J.S.T. to deliver the Goods to the Customer in accordance with the terms of the Contract if such failure is as a result of the inaccurate, incomplete and/or out of date Delivery Data.
- (iv) The Customer acknowledges and agrees that the Delivery Dates are estimates only. J.S.T. shall use reasonable endeavours to deliver the Goods to the Customer at the Delivery Location on or by the Delivery Date(s). All deliveries shall be made in normal daytime working hours. The Customer recognises that there are a range of factors outside of J.S.T.'s control (including, the availability of materials and transportation) which may impact upon the ability of J.S.T. to deliver by the Delivery Date. J.S.T. shall inform the Customer of any changes to the planned Delivery Date(s). The Customer acknowledges and agrees that time is not of the essence for delivery.
- (v) If the Delivery Location is J.S.T.'s Premises:
  - (a) J.S.T. shall notify the Customer as and when the Goods are ready and/or will be ready for collection by the Customer;
  - (b) the Customer shall agree a collection date and time with J.S.T., with all collections to be made within normal daytime working hours; and
  - (c) if the Customer does not collect the Goods from the Delivery Location on the agreed date of collection and/or the Customer has not arranged a date for collection of the Goods on which J.S.T. notifies the Customer that the Goods are (or will be) ready for collection then clause (vii) shall apply.
- (vi) J.S.T. shall not be liable for any delay in the delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Delivery Data; to update the Delivery Data and/or to give any other instructions relevant to the supply of the Goods.
- (vii) Subject to the provisions of clause 6(xii). If the Customer fails to take delivery of the Goods on:
  - (a) if J.S.T. is delivering the Goods to a Delivery Location: the date of delivery set out in the Order Confirmation; or
  - (b) if the Customer is collecting the Goods: the date on which J.S.T. notifies the Customer that the Goods are ready for collection at the Delivery Location or the date on which the Parties agreed that the Customer would collect the Goods,

(collectively the "**Intended Delivery Date**") then, except where the failure or delay is caused by J.S.T.'s failure to comply with its obligations under the Contract, J.S.T. may (without prejudice to any other rights and/or remedies it may have):



- (i) charge the Customer J.S.T.'s costs of storing and insuring the Goods for every day after the Intended Delivery Date, including the transportation costs incurred in moving the affected Goods to a storage area and any additional costs incurred in delivering the Goods to the Customer; and
  - (ii) invoice the Customer for the Goods in accordance with clause 4; and
  - (iii) if the Customer has not taken delivery of the Goods within 20 Business Days of the Intended Delivery Date, resell or otherwise dispose of the Goods (in whole or in part) and, after deducting reasonable storage, insurance and disposal costs, charge the Customer for any shortfall below the agreed price of the Goods (or account to the Customer for any excess over and above the price the Goods (to the extent that the Customer has paid for the same in full and cleared funds)).
- (viii) Delivery is completed when the Goods are made available at the Delivery Location.
- (ix) If J.S.T. fails to deliver the Goods, notice in writing must be received by J.S.T. from the Customer within 14 days of the date of invoice. J.S.T.'s liability for a failure to deliver Goods shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the Goods. J.S.T. shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide J.S.T. with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- (x) In case of damage or shortage the Customer must notify J.S.T. within 3 days of receipt of the Goods. All packing materials must be retained for 28 days by the Customer for inspection by the carrier's representative.
- (xi) J.S.T. has the right to deliver the Goods in instalments. Delivery of the Goods by instalments shall not constitute separate Contracts for each instalment. Notwithstanding this, each instalment shall be paid for separately. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- (xii) If J.S.T. is to deliver the Goods to the Delivery Location and the Customer (or a third party at the Delivery Location) refuses to accept delivery of the Goods on the agreed delivery date(s) ("**Refused Delivery**"). J.S.T. may issue an invoice to the Customer for the costs of carriage associated with the Refused Delivery (and such invoice shall be payable by the Customer to J.S.T. in accordance with the terms set out in clause 4). In addition, J.S.T. will notify the Customer of the carriage costs associated with any re-arranged delivery of the Goods, which J.S.T. shall invoice to the Customer in accordance with clause 4. Such rights are in addition, and without prejudice, to the rights and remedies of J.S.T. set out in clause 6(vii) above.

## 7 WARRANTY

- (i) The Customer shall satisfy itself as to the suitability of the Goods purchased from J.S.T. for its intended use before Contract. J.S.T. warrants that, on delivery of the Goods, and (in each case the "**Warranty Period**"):
- (a) in the case of Goods which fall within the category of connector products, for a period of 12 months;
  - (b) in the case of Goods which fall within the category of termination equipment, the shorter of:
    - (i) a period of 12 months; or
    - (ii) the period of time it takes to complete 1,000,000 terminations,the Goods shall conform in all material respects with any applicable Specification and be free from material defects in material and workmanship (the "**Warranty**").
- (ii) J.S.T. shall not be liable for the Goods' failure to comply with the Warranty set out at clause 7(i) above where the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory and regulatory requirements.
- (iii) J.S.T. shall not be liable for the Goods' failure to comply with the Warranty set out in clause 7(i), unless:



- (a) the Customer gives notice to J.S.T. in writing during the Warranty Period within 7 days of discovery that some or all of the Goods do not comply with the Warranty;
  - (b) J.S.T. is given a reasonable opportunity to examine the Goods and the Customer provides to J.S.T. (on request) any and all information, data and other materials required by J.S.T. in order to assess the warranty claim; and
  - (c) the Customer (if requested to do so by J.S.T.) returns such Goods to J.S.T. (with the costs of the return to be borne by J.S.T. if the Goods are subsequently found to be defective and in breach of the Warranty).
- (iv) The Customer's sole and exclusive remedy under the Warranty is that J.S.T. shall replace the defective Goods.
- (v) J.S.T. shall not be liable for the failure of the Goods to comply with the Warranty if:
- (a) the Customer makes any further use of the Goods after giving notice in accordance with clause (iii)(a);
  - (b) the Customer has installed the Goods with knowledge of the defect;
  - (c) the defect arises because the Customer failed to follow J.S.T.'s instructions as to the storage, commissioning, installation, use and/or maintenance of the Goods or (if there are none) good trade practice;
  - (d) the defect arises as a result of the combination and/or use of the Goods with products which have not been approved by J.S.T.;
  - (e) the Customer alters or repairs the Goods without the prior written consent of J.S.T.; and/or
  - (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage and/or working conditions.
- (vi) Except as provided in this clause 7, J.S.T. shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty.
- (vii) Any and all terms, conditions and/or warranties which may be implied by law, custom and/or trade practice into the Contract are hereby excluded to the fullest extent permitted by law.
- (viii) The Warranty shall apply to any repaired and/or replaced Goods but only for the unexpired portion of the Warranty which was given by J.S.T. in respect of the Goods initially supplied.

## **8 GOODS SUPPLIED IN ACCORDANCE WITH ORDER**

- (i) Goods supplied in accordance with the Order and which are non-defective may not be returned without the prior written consent of J.S.T. (which J.S.T. may confirm or withhold in its absolute discretion) and in any event written claims for the return of Goods will only be considered within 14 days of the date of invoice for the Goods in question.
- (ii) Where non defective Goods are permitted to be returned in accordance with clause 8(i), J.S.T. will refund to the Customer the cost of the Goods less a handling fee of an amount equal to 15% of the total Goods cost.

## **9 SMALL ORDERS**

J.S.T. reserves the right to impose a Small Order Charge where the value of the individual order is less than the minimum amount notified to the Customer in writing from time to time.

## **10 LIMITATION OF LIABILITY**

- (i) The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.



- (ii) Nothing in the Contract limits any liability which cannot be limited or excluded by operation of law.
- (iii) Subject to clause 10 (ii), J.S.T.'s total liability to the Customer shall not exceed the price paid for the Goods.
- (iv) Subject to clause 10(ii), J.S.T. shall have no liability whatsoever for any loss of profits; loss of sales or business; increased costs, loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; or for any indirect or consequential losses or damages.
- (v) If J.S.T.'s performance of the Contract is prevented or delayed as a result of any act and/or omission of the Customer and/or its representatives, J.S.T. shall have no liability for any resulting breach of the Contract and the Customer shall reimburse J.S.T. on demand for any and all costs and expenses which J.S.T. incurs as a result of the Customer's and/or its representatives' actions and/or omissions.
- (vi) This clause 10 shall survive termination of the Contract.

## **11 TERMINATION**

- (i) Without limiting its other rights or remedies, J.S.T. may terminate this Contract with immediate effect by giving written notice to the Customer if:
  - (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
  - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- (ii) Without limiting any other rights and remedies, J.S.T. may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on or by the due date for payment.
- (iii) J.S.T. may, without any liability to the Customer as a result, terminate the Contract at any time prior to dispatch of the Goods by giving to the Customer at least 15 Business Days' notice in writing.
- (iv) On termination of the Contract, the Customer shall pay to J.S.T. all of J.S.T.'s outstanding unpaid invoices and interest, as well as for any costs and expenses incurred by J.S.T. prior to the date of the termination of the Contract in the performance of the Contract (up to the price under the Contract).

## **12 FORCE MAJEURE**

J.S.T. shall not be in breach of the Contract nor be liable for any delay (or failure to perform) any of its obligations under the Contract if such delay or failure is a result of a Force Majeure Event. If the period of delay or non-performance continues for more than 90 days, either party may terminate the Contract by giving 5 Business Days' notice in writing to the other party. For the purposes of this clause, a Force Majeure Event shall include delays caused by the impact of epidemics and pandemics, adverse weather conditions, shipping and transport delays and/or breakdowns of any carrier transport, strike lockout, combination of workmen, fire, flood, accident or the stoppage of the works of the maker from any cause whatsoever or the necessary labour, transport of materials not being obtainable as and when required.

## **13 BREXIT**

- (i) If as a result of Brexit:



- (a) the ability of J.S.T. to deliver the Goods on or by the Delivery Date is adversely impacted in any way (whether as a result of delays in the obtaining of materials and/or component parts of the Goods and/or the delivery of the Goods to the Customer or through delays caused by customs formalities), J.S.T. will notify the Customer and provide the Customer with a revised Delivery Date. J.S.T. shall have no liability to the Customer as a result of the alteration of the Delivery Date;
  - (b) the costs of J.S.T. fulfilling the Contract increases, J.S.T. may revise the price for the supply of the Goods to reflect the increase in costs. These increased costs may include those identified at clause 4(iii) and/or may include the impact of a change in law and/or the imposition of, or any change to taxes, customs duties, tariffs, levies, charges or fees, licences or consents and/or increased costs resulting from customs formalities and/or any other restriction on trade and/or
  - (c) The Customer shall provide J.S.T. with any and all assistance that J.S.T. reasonably requests from time to time to aid performance of the Contract after Brexit, including but not limited to assisting in the submission of customs declarations and any other documentation required to be completed by J.S.T. as a result of Brexit.
- (ii) Without prejudice to clause 13(i)(a), if any part of the Contract no longer applies, is deemed unenforceable and/or becomes materially different in terms of its implementation as a result of Brexit, the parties shall work in good faith together to agree and resolve such issues and agree a change to the Contract to reflect the changed position (such that the resulting amendment as closely reflects the original position agreed within the Contract as possible and the consequences of Brexit are mitigated as far as reasonably possible).

#### **14 EXPORT CONTROL CLAUSE**

- (i) The provision of Goods are subject to the proviso that performance is not opposed by national or international export control regulations, in particular by embargoes or other sanctions. The Customer shall provide all information and documents that are required for export or shipment. Any delays due to export inspections or authorisation procedures shall suspend the time limits and delivery times. If any requisite authorisations are not granted or if the supply is not able to be authorised, the Contract shall be deemed not to have been concluded in relation to the parts affected.
- (ii) J.S.T. is entitled to terminate the Contract without notice, if termination is required for the purpose of complying with national or international legal regulations.
- (iii) In the event of a termination in accordance with clause 14(ii) the Customer is excluded from raising a claim for any damages or other rights on account of the termination.
- (iv) The Customer shall comply with the applicable regulations of the national and international export control legislation applicable to the Goods including where passing on the Goods supplied by J.S.T. to third parties within the UK or overseas.

#### **15 ASSIGNMENT AND OTHER DEALINGS**

J.S.T. may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of J.S.T.

#### **16 CONFIDENTIALITY**

The Customer undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of J.S.T., except as permitted by this clause. The Customer may disclose J.S.T.'s confidential information: (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. The Customer shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses J.S.T.'s confidential information comply with this clause 16; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. The Customer shall only use J.S.T.'s confidential information to perform its obligations under the Contract.



## **17 ENTIRE AGREEMENT**

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## **18 VARIATION**

Subject to any clause to the contrary in the Conditions (including pursuant to clauses 3 and 13), no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **19 WAIVER**

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **20 SEVERANCE**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 20 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **21 NOTICES**

- (i) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service or by prepaid airmail at its registered office (if a company) or its principal place of business (in any other case) or such other address as that party shall specify as a replacement address in writing in accordance with this clause or sent by fax to its main fax number.
- (ii) Any notice shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address if a Business Day; and (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; (iii) if sent by fax, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume; and (iv) if sent by pre-paid airmail, at 9am on the fifth Business Day after posting. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (iii) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## **22 THIRD PARTY RIGHTS**

No one other than a party to the Contract (and their permitted assigns) shall have any right to enforce it and The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

## **23 GOVERNING LAW AND JURISDICTION**

This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed and constructed in accordance with English Law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.