

MUNTERS LIMITED
TERMS AND CONDITIONS OF PURCHASE

1. INTERPRETATION

1.1. Definitions. In these Conditions, the following definitions apply:

Applicable Law: all applicable laws, statutes, regulations and codes from time to time in force.

Munters: Munters Limited (registered in England and Wales with company number 07270788) whose registered office is at Knowledge Centre, Wyboston Lakes Great North Road, Wyboston, Bedford, England, MK44 3BY

Bribery Laws: means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.

Conditions: the terms and conditions set out in this document.

Contract: the contract between the Supplier and Munters for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Location: the delivery address or location set out in the Order.

Force Majeure: has the meaning given in Condition 15.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related designs, models, samples, plans and drawings, that is referred to or forms part of the Order and whether prepared by or on behalf of Munters, the Supplier or jointly.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions

of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: Munters' order for the supply of Services and/or Goods, as set out in Munters' purchase order form.

Personal Data: means personal data as defined in the Data Protection Legislation.

Service Specification: any description or specification for Services agreed in writing by Munters and the Supplier.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in any Service Specification.

Supplier: the person or firm from whom Munters purchases the Goods or Services.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679); the Data Protection Act 2019; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Working Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

2. BASIS OF CONTRACT

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes written acceptance by Munters of the Supplier's offer to supply the Goods and/or Services in accordance with these Conditions, at which point the Contract will come into existence.
- 2.3. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 2.4. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5. Subject to any variation under Condition 2.7, the Contract constitutes the entire agreement between the parties. The Supplier acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Munters which is not set out in the Contract.

- 2.6. If there is any conflict between the provisions of these Conditions and any other provision in the Contract, the other provision in the Contract shall prevail.
- 2.7. The Conditions apply to all Munters' purchases and any variation to the Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of Munters.

3. THE GOODS

- 3.1. The Goods are described in the Contract, including any Goods Specification, and the Supplier shall ensure the Goods:
 - 3.1.1. correspond with their description and any applicable Goods Specification;
 - 3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Munters expressly or by implication, and in this respect Munters relies on the Supplier's skill and judgement;
 - 3.1.3. where applicable, be free from defects in design, material and workmanship and remain so for twenty-four (24) months after delivery; and
 - 3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3. Munters shall have the right to inspect and test the Goods at any time before delivery.
- 3.4. If following such inspection or testing Munters considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Condition 3.1, Munters shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Munters shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

- 4.1. The Supplier shall ensure that:
 - 4.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

- 4.1.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3. if the Supplier requires Munters to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.2. The Supplier shall deliver the Goods:
- 4.2.1. on the date specified in the Order, or, if no such date is specified, within seven (7) calendar days of the date of the Order and time shall be of the essence for the delivery date;
 - 4.2.2. to the Delivery Location; and
 - 4.2.3. during Munters' normal business hours, or as instructed by Munters.
- 4.3. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 4.4. The Supplier shall not deliver the Goods in instalments without Munters' prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Munters to the remedies set out in Condition 6.

5. SUPPLY OF SERVICES

- 5.1. The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to Munters in accordance with this Contract.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by Munters, and time is of the essence in relation to any of those performance dates.
- 5.3. In providing the Services, the Supplier shall:-
 - 5.3.1. co-operate with Munters in all matters relating to the Services, and comply with all instructions of Munters;
 - 5.3.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

- 5.3.4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in any Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Munters;
- 5.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Munters, will be free from defects in workmanship, installation and design;
- 5.3.7. obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws;
- 5.3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of Munters' premises or Munters' customer's premises;
- 5.3.9. hold all materials, equipment and tools, drawings, specifications and data supplied by Munters to the Supplier (**Munters Materials**) in safe custody at its own risk, maintain Munters Materials in good condition until returned to Munters, and not dispose or use Munters Materials other than in accordance with Munters' written instructions or authorisation; and
- 5.3.10. not do or omit to do anything which may cause Munters to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Munters may rely or act on the Services.

6. REMEDIES

- 6.1. If the Supplier fails to deliver the Goods and/or perform the Services by the date they are due as referred to in Conditions 4.2.1 and/or 5.2, or do not comply with the undertakings set out in Conditions 3.1 and/or 5.3, then, without limiting any of its other rights or remedies, Munters shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods and whether or not performance of the Services has commenced to:
 - 6.1.1. terminate the Contract with immediate effect;
 - 6.1.2. reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 6.1.3. require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 6.1.4. refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.5. recover from the Supplier any costs incurred by Munters in obtaining substitute goods from a third party;

- 6.1.6. where Munters has paid in advance for Services that have not been provided and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; or
 - 6.1.7. claim damages for any other costs, loss or expenses incurred by Munters which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 6.2. These Conditions shall apply to any repaired or replacement Goods and/or any substituted or remedial Services supplied by the Supplier.
- 6.3. The Supplier shall keep Munters indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by Munters as a result of or in connection with:
- 6.3.1. any claim made against Munters for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods or the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - 6.3.2. any claim made against Munters by a third party arising out of, or in connection with, the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
 - 6.3.3. any claim made against Munters by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

This Condition 6.3 shall survive termination of the Contract.

- 6.4. Munters' rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7. TITLE AND RISK

- 7.1. Title and risk in the Goods shall pass to Munters on completion of delivery.

8. PRICE AND PAYMENT

- 8.1. The price of the Goods and/or Services shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's agreed price list with Munters in force as at the date the Order was issued.

- 8.2. The price of the Goods and/or Services are exclusive of amounts in respect of value added tax (**VAT**) and inclusive of the costs of packaging, insurance, carriage and delivery of the Goods. No extra charges shall be effective unless agreed in writing and signed by Munters.
- 8.3. Munters shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.
- 8.4. In respect of Goods, the Supplier shall invoice Munters on or at any time after the completion of delivery. In respect of Services, the Supplier shall invoice Munters on completion of the Services.
- 8.5. Munters shall pay correctly rendered invoices within sixty (60) calendar days following the date of such invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 8.6. If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.
- 8.7. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the supplier shall allow Munters to inspect those records at reasonable times on request.
- 8.8. Munters may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier to Munters under any Contract against any amounts payable by it to the Supplier under the Contract.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. In respect of the Goods and any goods that are transferred to Munters as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Munters, it will have full and unrestricted rights to sell and transfer all such items to the Munters.
- 9.2. The Supplier assigns to Munters, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 9.3. The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

- 9.4. The Supplier shall, promptly at Munters' request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Munters may from time to time require for the purpose of securing for Munters the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Munters in accordance with Condition 9.2.

10. CUSTOMER PROPERTY

- 10.1. The Supplier acknowledges that all materials, equipment and tools, drawings, specifications and data supplied by Munters to the Supplier and all rights in them are and shall remain the exclusive property of Munters. The Supplier shall keep the same in safe custody at its own risk, maintain them in good condition until returned to Munters, and not dispose or use the same other than in accordance with Munters' written instructions or authorisation.

11. INSURANCE

- 11.1. During the term of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on Munters' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. DATA PROTECTION

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Munters is the data controller and the Supplier is the data processor.
- 12.3 Without prejudice to the generality of Condition 12.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that Personal Data only on the documented written instructions of Munters unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing Personal Data, the Supplier shall promptly notify Munters of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying Munters;
 - (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the

data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Munters has been obtained and the following Conditions are fulfilled:
 - (i) Munters or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by Munters with respect to the processing of the Personal Data;
- (e) assist Munters in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Munters without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of Munters, delete or return Personal Data and copies thereof to Munters on termination of the agreement unless required by Applicable Law to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Condition 12; and
- (i) indemnify Munters against any loss or damage suffered by Munters in relation to any breach by the Supplier of its obligations under this Condition 12.

12.4 Munters consents to the Supplier appointing third party processors of Personal Data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Condition 12 and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between Munters and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this. As between Munters and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Condition 12.

13. CONFIDENTIAL INFORMATION

- 13.1. Each party undertakes that it shall not at any time during the Contract and for a period of five (5) years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2. Each party may disclose the other party's confidential information:
- 13.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 13; and
- 13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. SUSPENSION AND TERMINATION

- 14.1. Munters may terminate the Contract:-
- 14.1.1. In respect of the supply of Services by giving the Supplier one (1) month's written notice; and
- 14.1.2. in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Munters shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 14.2. If the Supplier becomes bankrupt or insolvent or (being a company) makes any arrangement with its creditors or has a receiver appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction) or enters into any scheme of arrangement or has an administrative receiver appointed (or if Munters reasonably believes that the Supplier is about to become subject to any of them) or if the Supplier is in breach of the Contract then, without limiting any other right or remedy available to it, Munters may by written notice immediately suspend or terminate the Contract without incurring any liability to the Supplier
- 14.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses or Conditions which

expressly or by implication survive termination of the Contract shall continue in full force and effect.

- 14.4. On termination of the Contract, the Supplier shall immediately deliver to Munters all Deliverables whether or not then complete, and return all Munters Materials. If the Supplier fails to do so, then Munters may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

15. FORCE MAJEURE

- 15.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than ten (10) Working Days, Munters may terminate the Contract immediately by giving written notice to the Supplier. A **Force Majeure Event** means any event beyond a party's reasonable control, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to its workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

16. ANTI-BRIBERY

- 16.1. For the purposes of this Condition 16, the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 16.2. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 16.2.1. all of that party's personnel;
 - 16.2.2. all others associated with that party; and
 - 16.2.3. all of that party's subcontractors;
- involved in the performance of this Agreement so comply.
- 16.3. Without limitation to Condition 16.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

16.4. Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this Condition 16.

17. MODERN SLAVERY

17.1. The Supplier shall comply with the Modern Slavery Act 2015 if applicable.

18. GENERAL

18.1. Assignment and subcontracting.

18.1.1. Munters may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

18.1.2. The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without Munters' prior written consent.

18.2. Notices.

18.2.1. Any notice to be given pursuant to the terms of the Contract shall be in writing and may be sent by first class post. Correctly addressed notices sent by first class post shall be deemed delivered 48 hours after posting. Notices shall not be validly served if sent by email or facsimile.

18.3. Severance.

18.3.1. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.3.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.4. **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18.5. **Third party rights.** Subject to any assignment under Condition 18.1, a person who is not a party to the Contract shall not have any rights under or in connection with it.

- 18.6. **Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Munters.
- 18.7. **Headings.** Headings in these Conditions are for convenience only and shall not affect their interpretation.
- 18.8. **Governing law and Dispute resolution** Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.
- 18.8.1. The number of arbitrators shall be one or three.
- 18.8.2. The seat, or legal place, of arbitration shall be England.
- 18.8.3. The language to be used in the arbitral proceedings shall be English
- 18.8.4. The governing law of the Contract shall be the substantive laws of England and Wales.

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