

TERMS AND CONDITIONS OF SALE

(The Buyer's attention is in particular drawn to Conditions 7, 12, 15 and 16)

1. DEFINITIONS

(1) In these Conditions, except where the context otherwise requires:

"Business Day" means a day on which clearing banks are open for the transaction of normal banking business in London, England, not being a Saturday or Sunday or a public holiday;

the "Buyer" means a person who places an order with the Company for the purchase of the Goods or who enters into a Contract with the Company for such purchase;

the "Company" means Hidalgo Limited;

the "Contract" means the contract in writing between the Company and the Buyer for the sale and purchase of the Goods which, if not formed by the Company's issue of an Order Acknowledgement, shall have been signed by an authorised signatory for and on behalf of the Company;

the "Core Pill Warranty Period" means the period from delivery of the packet containing any core pills included in the Goods until the expiry date printed on that packet;

the "General Warranty Period" means the period of 12 months after delivery of the relevant Goods;

the "Goods" means the products agreed to be supplied by the Company to the Buyer as referred to in the Order Acknowledgement or otherwise in the Contract;

"Intellectual Property Rights" means rights in computer software, patents, rights to inventions, discoveries and improvements, utility models, copyrights, works of authorship whether or not published and whether or not fixed in tangible form, moral rights, neighbouring rights, rights arising under any law or convention granting protection analogous to or in lieu of copyright protection, digital rights, trademarks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, topography rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and any other intellectual property rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted the same renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection in any part of the world;

the "Order Acknowledgement" means the acknowledgement of the Buyer's order issued by the Company to the Buyer;

the "Sensor Belt Warranty Period" means the expiry of six months from the date of delivery of the sensor belt and applies to sensor belts starting with serial number "B" and above only;

"Warranty Period" means the General Warranty Period or the Sensor Belt Warranty Period or the Core Pill Warranty Period (as the case may be).

(2) In these Conditions, except where the context otherwise requires, the following rules of interpretation apply:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting any gender shall include all genders;
- (c) the headings of the individual Conditions or paragraphs thereof shall not form part of the Conditions or paragraphs and shall not affect their interpretation;
- (d) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (e) a reference to a party includes its successors or permitted assigns;
- (f) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted from time to time, and includes any subordinate legislation thereunder from time to time as so amended or re-enacted;
- (g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be interpreted as illustrative and shall not limit the meaning of the words preceding those terms;
- (h) a reference to "writing" or "written" includes faxes and e-mails.

2. CONTRACTUAL TERMS

- (1) All quotations are made, orders accepted and contracts for the sale and purchase of Goods are entered into subject to these Conditions to the exclusion of all other conditions unless expressly agreed to in writing by the Company. All previous terms and conditions of the Company and any terms or conditions stipulated by the Buyer at any time are hereby excluded and negated unless expressly agreed otherwise in writing by the Company. There are no promises, representations, terms, conditions, warranties or obligations, oral or written, express or implied, other than those contained and set out or expressly incorporated in the Order Acknowledgement or the Contract, and accordingly each of the Company and the Buyer confirm and acknowledge that they are not relying on any not so contained and set out or expressly incorporated.
- (2) All Export shipments will be governed by the International Chamber of Commerce Rules 'INCOTERMS 2013' or later for the interpretation of terms.
- (3) Typographical or clerical errors or omissions are subject to correction.

(4) Illustrations, descriptions and dimensions in the Company's catalogues, price lists or other documents are approximate only and are intended only to present a general idea of the goods, software systems and services to which they refer and shall not form part of the Contract nor shall they constitute representations or warranties, express or implied nor in any event shall the Company be liable in respect thereof. The Company reserves the right to change specifications without prior notice at its absolute discretion.

3. QUOTATION AND ACCEPTANCE

- (1) Unless otherwise stated in writing any quotation issued by the Company will remain open for 30 days only and shall then lapse.
- (2) A quotation shall not constitute an offer to sell Goods and no contract exists unless either (a) the Company shall have issued an Order Acknowledgement or (b) the Company and the Buyer shall have executed a written contract for the sale and purchase of Goods in one or more counterparts. All orders must be accompanied by sufficient information to enable the Company to proceed with the execution of the order.
- (3) The Buyer must declare to the Company the final destination of the Goods..
- (4) Any order placed by the Buyer whether or not based on a quotation issued by the Company shall be subject to acceptance by the Company in writing. All Contracts are subject to the Buyer's credit being approved and to cancellation without liability at the instance of the Company if it finds the Buyer's credit to be inadequate. The Contract is constituted by the Company's acceptance of the Buyer's order, by the issue of an Order Acknowledgement or by the Company and the Buyer executing a written contract in one or more counterparts and no contractual obligation binding on the Company shall arise until dispatch of an Order Acknowledgement by the Company or by entry by the Company into a written Contract.

4. IMPORT AND EXPORT LICENCES

- (1) The Buyer must obtain at its sole expense and responsibility any import or export licence or licences required for the import or export of the Goods.
- (2) Without prejudice to the generality of Condition 4 (1), the Buyer shall not export directly or indirectly, the Goods or any data supplied to the Buyer under or in connection with the Contract in breach of any applicable law or regulations (together called "Export Control Laws") including United Kingdom and United States of America export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- (3) The Buyer undertakes:
  - (a) contractually to oblige any third party to whom it discloses or transfers any of the Goods or technical data relating thereto to give a legally binding undertaking to it and the Company in similar terms to that set out in Condition 4 (2) above; and
  - (b) if requested to provide the Company with reasonable assistance to enable the Company to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.
- (4) The Company shall be under no liability whatsoever in respect of Goods exported without the necessary import or export licences.

5. PRICE

- (1) Unless otherwise agreed by the Company in writing, all prices are quoted, all orders for the sale of Goods accepted, and all invoices rendered shall be FCA the Company's United Kingdom works or Ex-Works, United Kingdom Prices and all sales of Goods by the Company shall be FCA the Company's United Kingdom works or Ex Works, United Kingdom. The Company shall not be required to give the Buyer notice relating to insurance contained in Section 32(3) of the Sale of Goods Act 1979.
- (2) The price for the Goods quoted by the Company in writing is fixed for the quotation period being 30 days from the date of quotation by the Company. If the Buyer places an order after the expiry of the quotation period, the price shall be in accordance with the Company's current list price for the Goods applicable at the date of dispatch.
- (3) If the Goods are supplied by the Company without having issued a quotation, the price for such Goods shall be in accordance with the Company's current list price for the Goods applicable at the date of dispatch.
- (4) Prices quoted do not include customs duties, tariffs or sales taxes including Value Added Tax which shall be payable in addition (if appropriate) at the rate applying at the appropriate tax point.

6. PAYMENT

- (1) Any acceptance by the Company of any order placed by the Buyer shall be conditional only and shall not be binding upon the Company unless:
  - (a) the full purchase price for the Goods comprised in the order is paid to the Company when the order is accepted; or
  - (b) the order is accompanied by an Irrevocable Letter of Credit in favour of the Company, raised in the currency agreed and confirmed by a UK Bank nominated by the Company; or
  - (c) the headings if the Company allows trading on an open account with stipulated payment terms, such terms are complied with by the Buyer. Unless otherwise specified in writing by the Company, payment is required within 30 days of the invoice date.
- (2) Where the order is to be, or may be fulfilled in separate instalments, deliveries or parts, each instalment, delivery or part shall be deemed to be the subject-matter of a separate contract and payment for each such instalment, delivery or part shall be made as if the same constituted a separate contract unless otherwise specifically agreed in writing between the Company and the Buyer.

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(3) If the Buyer fails to pay any invoice when due or otherwise breaches the Contract, without prejudice to its other rights the Company reserves the right to:

- (a) suspend any deliveries to the Buyer and cancel the Contract with the Buyer; and
- (b) charge interest on any overdue account under the Late Payment of Commercial Debts (Interest) Act 1998.

(4) Payment of the Price shall be made in full without counterclaim, set-off, deduction or withholding (except for any deduction or withholding required by law).

### 7. DELIVERY

(1) Time of delivery shall not be of the essence of the Contract. Any date of delivery specified is an estimate only. Whilst the Company will use reasonable commercial endeavours to deliver the Goods by the date specified (if any) it shall not be liable in any way for delay in delivery howsoever caused nor shall such a delay entitle the Buyer to reject the Goods or treat the Contract as repudiated or render the Company liable for damages in any way.

(2) The Buyer must accept delivery of the Goods upon the delivery date specified and if the Buyer for whatever reason fails to do so, the invoice for the purchase price will nevertheless become payable. In addition, the Company reserves the right to make a reasonable charge for storage and other expenses incurred as a consequence of the Buyer's non-acceptance, and shall not be required to deliver the Goods until such charge has been paid in full by the Buyer.

(3) All delivery, packaging and duty charges are to be recharged to the Buyer, unless expressly agreed otherwise in writing by the Company.

(4) Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place FCA the Company's Works in the United Kingdom or Ex Works United Kingdom as stipulated in the Order Acknowledgement.

(5) If advance notice of approximate time of delivery is required by the Buyer this must be specified in writing on the Buyer's order.

(6) If the Company delivers to the Buyer a quantity of Goods of up to 5% more or less than the quantity ordered by the Buyer, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or the shortfall and shall pay for such Goods at the pro rata Contract rate.

### 8. CANCELLATION AND VARIATION

(1) No right is given to the Buyer to cancel or vary the Contract. If the Buyer wishes to cancel at any time, cancellation charges shall be made unless otherwise agreed in writing by the Company, in order to recover costs incurred up to the date of such cancellation. Such cancellation charges shall be calculated as follows:

- (a) For standard items: A cancellation charge calculated at 30 per cent of the Company's price stated for each such item as at the date of cancellation.
- (b) For special items: Once design and/or manufacture has commenced, cancellation of such items to be made to the Buyer's specific requirements will involve, in addition to the cancellation charge specified for the comparable standard items as above, all manufacturing costs and any other costs and expenses incurred in relation to such items, up to date of cancellation, or as a consequence of such cancellation.

(2) The Company and the Buyer agree the above-mentioned charges represent a genuine pre-estimate of the Company's losses incurred on cancellation of orders by the Buyer.

(3) If the Buyer wishes to vary any part of the order, the Company will inform the Buyer of any increased price and other consequences of such variation. The Company will only proceed with such variation if the Company considers it feasible to do so and if and when it receives the Buyer's written undertaking to pay any such increased price and accept the other consequences of the variation.

### 9. TITLE AND RISK

(1) Until payment in full has been received by the Company for all goods sold by the Company to the Buyer and for all licences to use software licensed to the Buyer by the Company, whether under the Contract or any other contract or licence between the Company and the Buyer:

- (a) title to and ownership of the Goods shall remain with the Company;
- (b) the Buyer shall keep the Goods free from any charge, lien or other encumbrance and separate the Goods from other goods on the Buyer's premises so as to be readily identifiable as the Company's goods and shall not remove, obliterate or deface any words or labels on the Goods or any part thereof and the Buyer shall mark the Goods conspicuously as being the property of the Company; and
- (c) the Company reserves the right to dispose of the Goods and the Company may enter the Buyer's premises at all reasonable times to recover the Goods for this purpose.

(2) Without prejudice to the foregoing, the Buyer shall be at liberty to sell the Goods or such other goods to bona fide third parties in the normal course of its business.

(3) Nothing in this Condition 9 shall entitle the Buyer to return any of the Goods or to delay payment to the Company of the purchase price therefor.

(4) The Company shall be entitled to recover payment of the price for the Goods notwithstanding that ownership of any of them shall not have passed to the Buyer.

(5) The Buyer grants the Company, its agents and employees a licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's rights to possession

shall have terminated, in order to recover them.

(6) Notwithstanding anything to the contrary in this Condition 9, the Company may transfer ownership of the Goods to the Buyer by giving the Buyer express notice in writing to that effect.

(7) The risk in the Goods will pass to the Buyer on delivery to the Buyer or the Buyer's carrier.

### 10. TERMINATION

(1) Without prejudice to its other rights and remedies, the Company shall have the right to terminate the Contract or any part or parts thereof with immediate effect by notice in writing to the Buyer and to claim for any resulting losses or expenses if:

(a) the Buyer fails to pay any amount due under the Contract on the due date for payment and remains in default for not less than 14 days thereafter;

(b) the Buyer commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so;

(c) the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that Buyer with one or more other companies or the solvent reconstruction of that Buyer;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

(f) an application is made to court, or an order is made, for the appointment of an administrator to the Buyer, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, to the Buyer;

(g) the holder of a qualifying floating charge over the assets of the Buyer has become entitled to appoint an administrator to the Buyer;

(h) a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer;

(i) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Buyer's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 10 (1) (a) to (i) above (inclusive); or

(k) the Buyer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

(2) Any termination of the Contract shall not affect any of the rights and remedies of the Company or the Buyer which have accrued up to the date thereof.

(3) Any provision of the Contract that expressly or by implication is intended to come into or continue in force after termination of the Contract shall remain in full force and effect.

### 11. INFRINGEMENT OF RIGHTS

(1) The Buyer shall indemnify the Company against all losses, damages, costs and expenses suffered by the Company or to which the Company may become liable as a result of any work done in accordance with the Buyer's specification(s) or instructions which involves infringement or alleged infringement of any Intellectual Property Rights.

(2) If the Buyer uses or sells the Goods or makes any modification to the Goods not authorised by the Company in such a way as to infringe any Intellectual Property Rights the Company shall not be responsible for such infringement and the Buyer agrees to indemnify the Company from and against all liability arising therefrom.

### 12. EVENTS BEYOND THE COMPANY'S CONTROL

The Company shall not be liable under the Contract wherever and to the extent to which the fulfilment of its obligations is prevented, frustrated, impeded and/or delayed as a consequence of any "force majeure" and/or any circumstances whatsoever and howsoever arising beyond its reasonable control including (without limitation) Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of a Government, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial action or trade disputes (whether involving employees of the Company or of a third party), default of a sub-contractor, inability to obtain materials, delay in or shortage of transport, power failure or breakdown in machinery or communications. The Company undertakes to use its reasonable endeavours to overcome any such difficulties but reserves the right to cancel suspend or vary its obligations under the Contract including extending the period for completion of the performance of its obligations by such period (not limited to the length of the delay) as it may reasonably require.

### 13. PERFORMANCE AND TESTS

(1) The Company's products are inspected and submitted to standard tests before being

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despatched. Any performance figures given by the Company are based on its experience and are such as the Company would expect to obtain from such standard tests. The Company shall not be liable for any failure of its products to obtain these figures, unless such performance figures (subject to recognised tolerance applicable to such figures) are specifically guaranteed in writing by the Company.

- (2) If "special tests" of the Company's products are required by the Buyer, these, unless otherwise agreed in writing, shall be carried out on the Company's premises and at the Buyer's sole expense.

**14. INTELLECTUAL PROPERTY**

All Intellectual Property Rights in and relating to the Goods, their manufacture, development or creation and ownership in all drawings and all Intellectual Property Rights therein shall remain vested in the Company at all times and the Buyer will, at the request of the Company, do any act and execute any documents necessary to confirm such rights in or transfer such rights to the Company. The Buyer shall not reproduce the design of the Goods or any sample, model, design or drawing supplied to the Buyer without the Company's prior written permission and all drawings supplied to the Buyer shall be returned to the Company forthwith upon receipt of the Company's request that they be returned.

**15. LIABILITY**

- (1) Nothing in the Contract shall exclude or restrict any legal liability of the Company for death or personal injury resulting from the negligence of the Company, its employees, agents or sub-contractors or exclude or restrict any of the Company's legal obligations under Section 12 of the Sale of Goods Act 1979 or the Company's liability for fraud or fraudulent misrepresentation or for any deliberate personal repudiatory breach of the Contract. All other provisions of the Contract shall be interpreted subject to this Condition 15 (1).

- (2) The Buyer accepts and acknowledges that it is reasonable that if and insofar as the Company may be held to be legally liable to the Buyer in relation to the Contract and/or the Goods, the Buyer's right of redress against the Company shall be limited as expressly provided for in these Conditions. Furthermore, the Buyer accepts and acknowledges that it is reasonable that the Buyer should obtain its own insurance cover for any loss or damage which it may incur to the extent that the Contract does not provide a right of redress against the Company, and that the Company is agreeing to supply the Goods on that basis.

- (3) If the Company's legal liability is established notwithstanding the provisions of this Condition 15 and those of Condition 16 (8), the extent of the Company's total liability in relation to the Contract and any Goods supplied or to be supplied thereunder in case of any loss or damage other than as referred to in Condition 15 (1) shall be limited to £500,000 in relation to any one act, omission or event or series of related acts, omissions or events.

- (4) For the purposes of these Conditions 'legal liability' shall include the legal liability of the Company, its employees, agents or sub-contractors as found by any Court or competent authority and shall include (without limitation) (a) breach of any contractual obligation by virtue of the terms of the Contract and any fundamental breach and/or breach of fundamental term (b) negligence arising by virtue of any act or omission which amount to a failure to take reasonable care or exercise skill (c) any misrepresentation or misstatement made by or on behalf of the Company and (d) any other breach of duty.

- (5) Economic and Consequential Loss and Claims by Third Parties: The Company shall not have legal liability for:

- (a) economic loss or damage suffered by the Buyer, which shall for the purpose of interpreting the Contract include:
- (i) loss of profits,
  - (ii) loss of reputation,
  - (iii) loss of goodwill,
  - (iv) loss of business,
  - (v) loss of business opportunity,
  - (vi) loss of bargain
  - (vii) loss of use,
  - (viii) loss of use of interest,
  - (ix) loss of services of employee or agent,
  - (x) loss of anticipated savings or expenses rendered futile by the breach,
  - (xi) expenses caused by the breach, and
  - (xii) loss or corruption of data or information; or

- (b) any consequential loss or damage suffered by the Buyer; or

- (c) any special or indirect loss or damage suffered by the Buyer,

howsoever any such loss or damage was caused and howsoever arising, whether by reason of the negligence of the Company, its employees, agents or sub-contractors or otherwise.

- (6) The Buyer shall indemnify and defend the Company and its employees, agents and sub-contractors in respect of any third party claims which arise from or in connection with any performance of the Company's obligations under the Contract by the Company carried out on the instructions of the Buyer or its authorised representative.

**16. QUALITY OF GOODS**

- (1) The Company warrants that on delivery and during the General Warranty Period the Goods other than any Equival™ Sensor Belt or core pill included therein shall:

- (a) conform with their description;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

- (2) The Company warrants that on delivery and during the Sensor Belt Warranty Period each Equival™ Sensor Belt included in the Goods shall:

- (a) conform with its description;

- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

- (3) The Company warrants that on delivery and during the Core Pill Warranty Period each of the core pills included in the Goods shall:

- (a) conform with its description;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)

- (4) Subject to Condition 16 (5) if:

- (a) the Buyer gives notice in writing during the relevant Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the relevant warranty set out in Condition 16 (1), 16 (2) or 16 (3) (as the case may be);
- (b) the Company is given a reasonable opportunity of examining such Goods;
- (c) the Buyer gives the Company all such information regarding the alleged defect and the circumstances in which it arose or was discovered including the circumstances in which the allegedly defective Goods were being used and their manner of use, as the Company may reasonably require; and
- (d) the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost,

the Company shall, at its option, repair or replace the defective Goods (replacement except in the case of core pills) being replacement with either a new or refurbished product at the Company's option or refund the price of the defective Goods in full. For these purposes a "refurbished product" means a product that has been returned to its original specifications.

- (5) The Company shall not be liable for the Goods' failure to comply with the relevant warranty in Condition 16 (1), 16 (2) or 16 (3) if:

- (a) the Buyer makes any further use of such Goods after having given a notice in accordance with Condition 16 (4) or after having become aware of facts or circumstances which justify its giving such a notice;;
- (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the Buyer alters or repairs such Goods without the written consent of the Company;
- (d) the Goods have been used with products that are not compatible with them;
- (e) the defect arises as a result of wear and tear, wilful damage, negligence, accident, misuse, abuse, unreasonable use or abnormal operating conditions;
- (f) any of the Goods has its serial number thereon altered, defaced or removed; or
- (g) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

- (6) Except as provided in this Condition 16, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranties set out in Conditions 16 (1), 16 (2) or 16 (3).

- (7) The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company under Condition 16 (4).

- (8) The provisions of the warranties given in Conditions 16 (1), 16 (2) and 16 (3) are given in lieu of and replace, exclude and extinguish to the fullest extent permitted by law all and any other conditions or warranties whatsoever on the part of the Company in relation to the Goods, written or oral, whether express or implied, by statute, convention, code, decree, regulation, common law, trade usage, custom or otherwise.

**17. DATA PROTECTION**

The Goods are sold on the basis that each item will only be used in circumstances where the data controller fulfils its obligation under the Seventh Data Protection Principle as required by the Data Protection Act 1998 and/or any other data protection legal obligations applicable in the territory of its use, and that, in buying the Goods the Buyer accepts responsibility for that and shall indemnify the Company against all actions, costs, claims, demands, losses and expenses which any third party may make against the Company as a result of any breach of this Condition 17.

**18. SUB-CONTRACTING**

The Company reserves the right to sub-contract the performance of any of its obligations under the Contract or any part thereof.

**19. NOTICES**

- (1) Any notice given to a party under the Contract shall be in writing and in English and shall be delivered by hand or courier or sent by pre-paid first class post, recorded delivery or special delivery (or pre-paid international recorded airmail post if posted to an address in a different country) in each case to that party's registered office, or sent by e-mail or fax to the e-mail address or fax number stated in the Order Acknowledgement for that party or otherwise in the Contract (or to such other address or fax number or e-mail address as that party may notify to

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the other party in accordance with this Condition).

- (2) A notice is deemed to have been received (provided that all other requirements in this Condition 19 have been satisfied) if delivered by hand or courier, at the time of delivery, or if sent by fax, at the time of transmission, or if sent by post on the second Business Day after posting to an address in the same country or on the fifth Business Day after posting to an address in another country, unless such deemed receipt is not within business hours in the place of receipt (meaning 9:00 am to 5:30pm Monday to Friday on a day that is not a public holiday in the place of receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).
- (3) The provisions of this Condition 19 do not apply to the service of any proceedings or other documents in any legal action or proceedings.

**20. MISCELLANEOUS**

- (1) The Buyer shall not assign or delegate or otherwise deal with all or any of its rights or obligations under the Contract without the Company's prior written consent. The Company shall have the right to assign or otherwise delegate all or any of its rights or obligations under the Contract to an associated company or other person upon notification to the Buyer.
- (2) The delay or failure of either the Company or the Buyer to exercise or enforce any right conferred under the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
- (3) The Contract and any dispute or claim arising out of it or in connection with its subject-matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts in relation to any such disputes or claims (including non-contractual disputes or claims).
- (4) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- (5) No term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.