

General Terms and Conditions for Purchase

Eviture (UK) Ltd

These Terms and Conditions apply to all requests, offers, agreements and contracts for the supply of Goods and/or Services to us except where changes are expressly agreed in writing.

1. Interpretation

Data Protection Legislation means all applicable laws and regulations regarding the processing of Personal Data and privacy in the United Kingdom, including the Data Protection Act 2018, General Data Protection Regulation 2016 (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation, including following any exit from the EU by the UK the United Kingdom General Data Protection Regulation (UK GDPR). The following terms used in this document have the same meaning as used in Data Protection Legislation: Data Controller, Data Processor, Data Protection Impact Assessment (DPIA), Data Subject, Data Subject Access Request, Personal Data, Personal Data Breach, Process, and Processing.

Eviture is the brand under which member firms of Eviture Holdings (Cyprus) Ltd (“EHCyL”) operate and provide services. Together these firms form the Eviture network. Eviture is a registered trademark.

Goods means material objects, together with their assembly and/or installation.

Information means information including Personal Data.

Services means work performed by you for us under the Contract.

We, including related wording such as us and our, mean Eviture (UK) Ltd, a company limited by shares in accordance with the Companies Act 2006 with registered number 04884932.

You, including related wording such as your, mean the parties to this Contract other than us.

Words with a specific meaning in a technical context shall not have the same meaning here unless otherwise stated.

2. Applicability

These General Terms & Conditions are applicable to all purchases of Goods and Services.

3. Warranties and representations

- 3.1. Each party warrants, represents and undertakes to the other that (a) it has full capacity and authority and all necessary consents, licences, permissions (statutory, regulatory, contractual or otherwise), including where its procedures so require, the consent of its parent company, to enter into and perform its obligations under the Contract subject to the provisions of section 6, and (b) their performance of their obligations under the Contract shall not conflict with, limit or be contrary to any other agreement.
- 3.2. Each party warrants, represents and undertakes to work together in good faith and in a spirit of trust, cooperation, and fair dealing.
- 3.3. Each party will make a reasonable effort to consider the needs, concerns and views of the other party when reaching any decision as to the giving or withholding of consent or approval and will not unreasonably withhold or delay the giving of any requested consent or approval.
- 3.4. The fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination either party may have in respect of breach of that provision by the other.



4. Creation of a Contract

- 4.1. If you submit an offer or a contract has not been concluded at the time you initiate provisioning of Goods or Services, then such provisioning is deemed to be made under these General Terms and Conditions of Purchase and you are deemed to have accepted and agreed to these General Terms and Conditions of Purchase by virtue of it being published and generally available on our website.
- 4.2. An offer made by you is irrevocable for the period specified in the offer. If no period is specified in the offer, then the offer shall remain valid for a period of 30 days.
- 4.3. Offers are made unconditional and free of charge unless agreed otherwise in writing.
- 4.4. Any purchase order or other such document from us to you is intended for our own administrative purposes only, and that notwithstanding its wording, neither a purchase order nor its content will have any legal effect.
- 4.5. If you make a written or oral offer, a Contract is only created if such offer is accepted in writing by us subject to the provisions of section 6.
- 4.6. If you have not made any written or oral offer, a Contract is created if you give written acceptance of written instructions from us within 14 days of the date of the instructions, such instructions being subject to the provisions of section 6.
- 4.7. Oral or written undertakings by, and agreements with, us only bind us if and when they are confirmed by us subject to the provisions of section 6 regardless of any oral wording or statement to the contrary.
- 4.8. A Contract cannot be created between you and us through implied or apparent authority or by an agent or agents, as the case may be, who do not possess the requisite express authority to act on behalf of us in accordance with section 6.
- 4.9. A Contract is made up of the written terms of contract between us and you, together with these General Terms and Conditions of Purchase, and replaces all earlier written and oral proposals, communications, and agreements.
- 4.10. You are deemed to have knowledge of this document by virtue of it being published and generally available on our website, us having notified you as to where you may have access to these General Terms and Conditions of Purchase or by us already having provided you with a copy of these General Terms and Conditions of Purchase in respect of an earlier contract. Once a Contract has been entered into with you based on these General Terms and Conditions of Purchase, then you are deemed to agree to any future contracts between yourself and us being governed by these General Terms and Conditions of Purchase as from time to time amended.
- 4.11. Save to the extent expressly provided, all conditions, warranties or other terms implied by law are hereby excluded to the fullest extent permitted by law.

5. Amendments

- 5.1. No amendments or additions (including additional work) to the Contract are binding unless they have been agreed in writing by us, subject to the provisions of section 6.
- 5.2. If such amendments or additions have consequences for the agreed price or delivery date, you should notify us of this in writing as quickly as possible and not later than 5 working days after the date of notice by us of the required amendment/addition. If you fail to inform us of this in writing in time or at all, you are deemed to have accepted the amendments and the agreed prices and other conditions in the Contract are deemed to apply to the relevant amendments.
- 5.3. If, in our opinion, the consequences for price or delivery date referred to in the previous section are unreasonable, then we are entitled to rescind the Contract and/or to withdraw the proposal for amendment without being liable for any form of compensation.

6. Authority to represent

- 6.1. An authorisation to act on behalf of us may be for a specific situation, type of purchase, project or part thereof, time period or otherwise, for one of multiple events, may require two or more authorised agents to act together, and may be withdrawn at any time.



- 6.2. We do not make a representation that a purported agent who has a business card issued by us, an email address provided by us, a telephone number provided by us, or any other form of collateral issued by us, access to our premises, sends an email copying a duly authorised agent, or setting him/herself out as acting for or on behalf of us or otherwise, is authorised to act on behalf of us.
- 6.3. We do not ratify the acts of a purported agent unless expressly confirmed in writing by two duly authorised agents, by two statutory directors or by one authorised agent and by one statutory director. Only when such confirmation of ratification has been clearly communicated by us to all parties, and then confirmed by all other parties to us, have we ratified the specified acts of the agent. An email sent by a purported agent copying an authorised agent does not imply that ratification has taken place.
- 6.4. Before accepting any instruction of purchase or otherwise from us, you acknowledge that you have satisfied yourself that a purported agent or agents have the required authority to act on behalf of us. Details of whether an agent or agents have been duly authorised to act on behalf of us for the specific event, and the conditions attached to that authority can be obtained by specific request via email to us at legal@eviture.uk together with the relevant documents you have received.
- 6.5. Save to the extent expressly provided, any implied or apparent authority to act on behalf of us is hereby excluded.
7. Extension
 - 7.1. The contract term or delivery period shall be set out in the Contract. Time-based contracts are for a fixed time and shall end automatically. We do not agree to the implied extension of Contracts. You shall contact us no later than 2 months before the expiry of this fixed term to draw up a new contract or delivery date where required.
8. Price
 - 8.1. The prices specified in the Contract for the supply of Goods or Services are fixed. Unless specifically agreed otherwise in writing, prices will not be changed.
 - 8.2. All agreed prices are inclusive of all costs and supplements including, but not limited to, postage charges, loading, transport, unloading and installation of Goods, insurance, administration, personnel accommodation, and travel costs and travelling time. Additional costs not expressly agreed in writing by us in advance are not chargeable.
 - 8.3. All agreed prices are exclusive of VAT, including all other government-imposed taxes, duties, and surcharges.
 - 8.4. The agreed prices are expressed in the currency stated in the Contract. If no currency is expressly stated in the Contract, the prices are deemed to be stated in euro (€).
 - 8.5. The prices of the Goods are based on DDP (Delivery Duty Paid) to the agreed destination, at the agreed time and within the agreed delivery period.
9. Invoicing and payment
 - 9.1. Goods shall only be invoiced once they have been delivered, unless agreed otherwise in writing.
 - 9.2. Services shall be invoiced during the Contract based on monthly invoices in arrears, including a breakdown of charges, sent by you to us, unless agreed otherwise in writing.
 - 9.3. Where section 104 of the Housing Grants, Construction and Regeneration Act 1996 (as amended) applies to the Goods and Services provided by you:
 - a) you must submit an application for payment on the dates stated in the Contract or as from time to time notified by us,
 - b) you must submit the application for payment to the email address stated in the Contract,
 - c) you agree that an invoice is not an application for payment,
 - d) you may only submit an invoice following receipt of a payment notice or a pay less notice from us or through the generation of a default payment notice by you under the provisions of section 110B of the Housing Grants, Construction and Regeneration Act 1996 (as amended),



- e) you must immediately submit a credit note following receipt from us of a pay less notice if you have already submitted an invoice,
- f) payments are due 30 days after receipt of a valid VAT invoice for the amount due,
- g) where the invoice is disputed by us, you must first issue a credit note for the original invoice and then only issue a revised invoice for the undisputed amount following determination of the dispute, and
- h) the final date for payment is the earlier of 10 days following our receipt of funds from our client or 30 days following the date of completion of all work under the Contract.

9.4. Invoices shall be set out clearly and comprehensibly and as a minimum contain the following information:

- Our full legal company name (Eviture (UK) Ltd), attn. Accounts Payable, 19-21 Crawford Street, London W1H 1PJ
- Name of the duly authorised contact person for us
- Unique invoice number
- Invoice date
- Your full legal company name and address
- Your company registration number and VAT number
- Your complete bank account details including full name of account holder, account number and sort code, and/or complete IBAN
- Our reference number for the Contract
- Detailed specification of the Goods or Services supplied, and quantities
- Currency, net amount, VAT, VAT percentage and gross amount

9.5. Invoices must be sent in PDF format by email to invoices@eviture.uk only. Any attachments, such as time records, should be in the same PDF as the invoice. Each PDF must only contain one invoice. Invoices submitted by postal mail, to any other email address or by any other means are not accepted.

9.6. Unless section 9.3 applies, payment shall be made by us on 30 days of a valid and undisputed invoice date unless a longer period has been agreed, subject to our approval of the relevant invoice.

9.7. You may not charge any invoicing, processing, administration, late, reminder or other fees or charges unless expressly agreed.

9.8. Payment by us is not deemed to waive any right of us and constitutes no acceptance of the Goods or Services.

9.9. We are entitled to suspend payment of all or any part of an invoice if (a) we believe that the Goods or Services do not fully comply with the Contract or if there is otherwise any breach of the Contract by you, and (b) we have reasonable doubts regarding the substantive accuracy of the relevant invoice.

9.10. Failure by us to pay any invoice on time or at all for a reason stated in this section does not entitle you to suspend or terminate performance of your contractual obligations.

9.11. We are at all times entitled to have the invoices sent by you audited by an accountant designated by us. You shall enable such accountant to inspect the books and documents and provide him with all the information he requires. The audit is confidential and shall not extend beyond what is necessary to verify the invoice. The accountant shall produce his report to both parties as soon as possible. The costs of the accountant's audit are payable by us, unless the audit reveals that the relevant invoice(s) were incorrect or incomplete, in which case the costs are payable by you.

10. Guarantee

10.1. You guarantee that the Goods or Services you supply continually meet the terms of the Contract or, if no such terms are agreed, the specifications, qualities and standards required of the Goods or Services in commerce or that are otherwise regarded as usual. The same applies regarding relevant statutory environmental and other regulations.

10.2. There is a guarantee period of 12 months for Goods and Services, commencing the delivery date, unless statutes, case law, you, or the industry within which you operate requires or relies on



a longer period. The guarantee period will be extended by any period equal to the period(s) during which the Goods or Services were not used or could not be used due to a breach as referred to in this article.

10.3. If, in our opinion, the Goods or Services do not comply with the terms of the Contract, then within the guarantee period we may choose, notwithstanding its other rights and claims, either (a) to return the Goods at your expense and risk, (b) to require the repair, adaptation, improvement or supply of new Goods or Services from you free of charge, or (c) to terminate all or part of the Contract with immediate effect, and additionally to claim compensation.

10.4. If following consultation with you it is reasonable to assume that you are not willing or able to repair or replace Goods or Services properly, in time or at all, then we are entitled in urgent cases to repair or replace the Goods or Services itself or via a third party and to charge the cost of such to you.

11. Time of delivery

11.1. You will deliver at the agreed time or within the delivery period(s) specified in the Contract. If a delivery period has been agreed, then such period shall commence on the date specified in the Contract or, in the absence of such date, at the time when the Contract becomes effective. Unless expressly agreed otherwise in writing, all delivery periods are strict deadlines. If these deadlines expire, except in the case of force majeure, then you will be in breach of contract without further notice of breach being required. In such a case, we are entitled to terminate the Contract, without prejudice to our other rights and remedies, including the right to additional or substitutive compensation.

11.2. You must immediately notify us in writing if you know or suspect that there is any threat of delay to the supply of your Goods or Services, as a result, for example, of the requirement for additional, unexpected work. Such notice must state:

- the reason for the delay,
- the anticipated duration of the delay, and
- the steps taken, or to be taken, by you to prevent any further delay.

Such notice does not affect our rights as set out in this section and elsewhere in these General Terms and Conditions of Purchase.

12. Intellectual property rights

12.1. You guarantee that our use of the Goods and Services supplied by you will not infringe any third-party intellectual property rights.

12.2. If you supply Goods or Services which are subject to any third-party intellectual property rights, you grant us a right of use.

12.3. The parties shall always remain the owners of all intellectual property rights vested in the relevant Party that already existed prior to commencement of the Contract.

12.4. All intellectual property rights created and enforceable by virtue of the results of the Contract or the Goods or Services supplied and/or developed in collaboration with us vest in us. Insofar as is necessary, you transfer in advance the intellectual or industrial property rights to us and undertake to assist in bringing about such transfer. You are prohibited, whether with the engagement of third parties, from copying, disclosing, or exploiting the products for which we hold the intellectual property rights.

12.5. You shall indemnify us against any third-party claim arising from or connected with any infringement of such rights and shall compensate us in respect of all consequential loss and costs.

13. Confidentiality, documents, and ownership

13.1. You shall not disclose our work to any third party without our prior written consent, except as required by law, or any legal or regulatory authority.

13.2. You shall keep all Information created or received in connection with the Goods or Services and this Contract confidential and shall not without our consent disclose it to any third party nor use it for purposes other than in connection with providing the Goods or Services. This obligation shall



not apply to information that is (a) published or in the public domain otherwise than due to a breach of this Contract, (b) lawfully known to you before commencement of the Services, (c) lawfully obtained by you from a third party who is free to divulge that information, (d) required to be disclosed to your professional advisors, auditors, or insurers, including in the event of any litigation or complaint, or (e) required to be disclosed by law, the courts or any legal or regulatory authority.

- 13.3. All original documents provided by us shall be returned to us upon request.
- 13.4. Ownership of intellectual property in material that is pre-existing or that is not prepared by you exclusively for the purposes of the Good or Services shall be retained by its original owner. All other intellectual property in any document you prepare while providing the Goods or Services shall be our property. You hereby grant a transferable license to us to use the product of the Services for the agreed purpose. You shall not use our name or logo without our prior written consent.
- 13.5. If you receive a request under the Freedom of Information Act 2000 or other legislation for disclosure of our work or other information that we have provided to you, you agree to notify us promptly in writing of the request, to consult us and to pay due regard to any legitimate grounds for challenging disclosure. You agree to attach to any material that is to be disclosed a statement that we disclaim any duty of care and responsibility to third parties and any third party that chooses to rely upon our work shall do so entirely at their own risk.
- 13.6. This duty of confidentiality remains fully enforceable even after the performance of the Contract has been completed.

- 14. Data Protection
- 14.1. In your capacity as Processor, you shall only collect and process the Personal Data on the instructions, and on behalf of, us, in accordance with the instructions of us, except in the case of fulfilling statutory obligations. You shall process Personal Data in accordance with the Data Protection Legislation.
- 14.2. You and any third parties you engage in accordance with section 17 of these General Terms and Conditions of Purchase, shall not store any Personal Data in or transfer Personal Data to countries outside of the United Kingdom and the European Economic Area ("EEA") unless this is made with the prior written consent of us, and you and any third parties you engage shall implement additional measures where necessary, so that the transfer complies with the Data Protection Legislation.
- 14.3. You warrant that you and any third parties you engage have implemented appropriate technical and organisational measures to protect the Personal Data against loss or any form of unlawful processing and those measures have been implemented with due regard for risks associated with the processing and the nature of the data to be protected, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. The measures are also aimed at preventing the unnecessary collection and further processing of the Personal Data.
- 14.4. You and any third parties you engage shall, at the first request of us and in any event at the end of the Contract, immediately make available to us, or destroy all Personal Data and all data and information that you or they hold within the framework of the performance of the Contract and you and/or any third parties you engage shall declare that you or they have done so, except in the case of fulfilling statutory obligations.
- 14.5. You and any third party you engage shall immediately, in any event within 24 hours, notify us of (a) an actual or suspected breach of security within the meaning of article 33 of the GDPR, concerning Personal Data or (b) requests from third parties, including authorities, for Personal Data to be disclosed or inspected, and in relevant cases shall take further steps in conjunction with us. You and any third parties you engage shall not contact the Data Subject, the authorities or other third parties without the prior written consent of us.

- 15. Global third-party Code of Conduct



- 15.1. You must comply with our “Global Third-Party Code of Conduct” relating to the social, ethical, and environmental aspects of socially responsible purchasing. You are deemed to have received a copy of our Global Third-Party Code of Conduct from us through it being published and available to anyone on our website.
- 15.2. If you are not acting in compliance with the Global Third-Party Code of Conduct, then we shall notify you of this in writing and indicate what changes need to be implemented to ensure compliance with the Code within a timeframe to be agreed between the Parties.
- 15.3. In the event of non-compliance with the Global Third-Party Code of Conduct, we are entitled to terminate the Contract with immediate effect. In such a case, you will have no right to any form of compensation.

16. Use of our information, name, and logo
- 16.1. You may not advertise or otherwise disclose any information whatsoever relating to the Contract or to its relationship with us without the prior written consent of us.
- 16.2. You have no right to use the trade names and logos of us without the prior consent of us. If we grant such consent to the you, you may only use the relevant trade names and logos in accordance with the current conditions governing, for example, our house style.

17. Sub-contracting
- 17.1. You are not entitled to engage a third party to carry out any part of the Contract, by sub-contracting or otherwise, without the prior written consent of us. If any third party is engaged, you remain fully responsible for the performance of the Contract. Any acts or breaches by such third parties or their personnel shall be treated as acts or breaches by you.
- 17.2. If you supply personnel to us, whether as part of your core business activities, you shall comply with the obligations under the Intermediaries Legislation (IR35). You indemnify us against any fines or other types of measures imposed on us because of your non-compliance with your obligations under IR35.

18. Anti-bribery
- 18.1. Our policy is to conduct all business in an honest and ethical manner, and to comply with all applicable anti-corruption legislation including the Bribery Act 2010. We take a zero-tolerance approach to bribery, corruption and financial crime and are committed to acting professionally and with integrity in all our business dealings and relationships.
- 18.2. If, without the prior written consent of the other party, either party within the context of the instructions forming the Contract offers or makes any payment or other gift to any employee(s) of the other party or to any associated third-party of the other party, the other party shall be entitled to terminate the Contract with immediate effect without incurring any further liability for compensation or otherwise.

19. Recruitment
- 19.1. You agree that during the engagement and for a period of 12 months thereafter you will not solicit for employment or hire any of our people or any of our sub-contractors’ people who have been involved in providing Services, without our express written consent, in which case we may seek appropriate compensation from you (unless the individual is hired in response to a general advertisement made available to the public).

20. Liability
- 20.1. You are liable for all loss suffered by us or any third party as a result of any breach of your performance of the Contract or as a result of any unlawful act or omission by you, your employees or any third party engaged by you.
- 20.2. You indemnify us for all third-party claims based on attributable acts or omissions of you and your or of third parties you engage, and in relation to (the use of) the Goods and Services.



- 20.3. You must take out adequate liability insurance at your own expense (including, in any event, business and professional liability insurances). You shall provide sufficient evidence of the policy and payment of the premiums on request by us.
- 20.4. If at any time circumstances arise that lead to possible or actual liability for damages on the part of either party, then the other party undertakes to take all steps necessary to limit such possible or actual loss. In such a case, the parties shall negotiate.
- 20.5. Under no circumstances will we liable for loss of profit, loss of revenue or opportunity, corruption of data, anticipated savings, damage to goodwill, wasted management or staff time, or any punitive or exemplary damages, whether or not the likelihood of such could have been reasonably contemplated.
- 20.6. Any action (including any proceeding in a court of law) in connection with this Contract must be brought within 3 months from the earlier of the date on which either party became aware, or ought to have become aware, of the facts giving rise to the action and, in any event, within 3 months of the date of the act or omission that is alleged to have given rise to the action.
- 20.7. You agree that you will not bring any claim against any of our partners, shareholders, directors, or employees personally.
- 20.8. Our total aggregate liability to you for all claims or losses or liabilities connected with this Contract (including but not limited to negligence and breach of contract or other duty) shall be limited to £12,000, or such other amount as may be specified in the Contract, which the parties agree to be fair and reasonable in all the circumstances.
21. Force majeure
- 21.1. Force majeure does not include the sickness/lack of personnel, work stoppages, breaches by any third party engaged by you, the breakdown or lack of suitability of materials, or any liquidity/solvency problems of you or the third parties engaged by you.
- 21.2. No party to this Contract shall be held responsible for any failure to fulfil its obligations of such failure has been caused by circumstances beyond its control (including, without limitation relating to Covid-19 or any similar or other epidemic or pandemic, acts of God, acts of government, democratic general elections or referenda, flood, fire, earthquakes, tornadoes, civil unrest, acts of terror, strikes or other labour problems, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems, malicious code, denial of service attacks, inability to obtain energy etc, each a "Force Majeure Event"), provided that it will resume performance as soon as reasonably practicable. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
- 21.3. If the period of delay or non-performance continues for 90 days, either party may terminate this Contract by serving 14 days' notice without thereby incurring any liability to pay compensation to the other party.
22. Termination and notice to terminate
- 22.1. We are entitled to choose, without the need to serve notice of default, either to suspend all or any part of the Contract, or to terminate in writing all or any part of the Contract, in either case with immediate effect and without any liability to pay compensation, in any of the following events:
- a) a moratorium or injunction in favour of, or declaration of insolvency against, you or any application for either of these,
 - b) the appointment of a receiver or administrator to oversee your affairs,
 - c) the sale, cessation, or dissolution of your business,
 - d) the revocation of licences to you that are necessary for the performance of the Contract,
 - e) full or partial charge upon the capital or on a substantial part of the business assets of you or upon the Goods intended for the performance of the Contract,
 - f) the risk of deterioration of the independence of us by continuing the Contract or related contracts, and



- g) that you not complied fully or at all with your obligations under the Contract and the breach is so serious that, applying the principles of reasonableness and fairness, we cannot be further expected to continue with the Contract, or such other circumstances have arisen that are of such a nature that it is not reasonable to expect continuation of the Contract in its present form.
- 22.2. We are entitled to leave notice to terminate the Contract with immediate effect where our client terminates any contract or agreement we may have with them and for which you are engaged to provide Goods and/or Services.
- 22.3. Either party may terminate the Contract subject to give a reasonable period of written notice, being not less than 1 months' notice from us and 2 months' notice from you.
- 22.4. Any claim by us against you through termination under the conditions of this section is payable with immediate effect and in full.
- 22.5. If you are unable or unwilling to settle our claim, we reserve the right to seek payment from the individual (or parent company) acting on behalf of you and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.
- 22.6. On termination of the Contract either party will immediately cease all use of intellectual property belonging to the other party and make available to the other party all goods, objects and documents belonging to the other party that it has in its possession.
- 22.7. Termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations of either party accrued under the Contract prior to termination.
23. Rights and remedies
- 23.1. The rights and remedies provided in the Contract may be waived only in writing in a manner that expressly states that a waiver is intended, and such waiver shall only be operative regarding the specific circumstances referred to.
- 23.2. Unless a right or remedy of either party is expressed to be an exclusive right or remedy, the exercise of it by that party is without prejudice to that party's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies.
- 23.3. The rights and remedies provided by the Contract are cumulative and, unless otherwise provided in the Contract, are not exclusive of any right or remedies provided at law or in equity or otherwise under the Contract.
24. Severability and conversion
- 24.1. If any provision of the Contract is held to be illegal, invalid, or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part thereof) shall to that extent be deemed to not form part of the Contract but the legality, validity and enforceability of the remainder of the Contract shall not be affected.
- 24.2. If and to the extent that, in all reasonableness and fairness or by virtue of its unreasonably onerous nature, any of the provisions of the Contract cannot be invoked, the provision in question will in any event be accorded a meaning corresponding as closely as possible to the original contents and tenor so that this provision can nevertheless be invoked.
25. Notices
- 25.1. Any document to be served on us under this Contract may only be delivered by email together with delivery by hand or postal delivery and must be submitted to both legal@eviture.uk and to a duly authorised agent of us for the Contract provided always that the same document is also delivered by hand or sent by pre-paid first-class post on the same day to our registered office address or to such other address as from time to time expressly notified by us and shall be deemed to be delivered at the time of delivery by hand or two working days after posting if sent by pre-paid first-class post.
- 25.2. We operate as a mostly virtual organisation and documents not served under the provisions of this section 25 are deemed to not have been served. Documents delivered by hand or by postal



mail can take a long time to reach the intended person or persons and you agree to allow for a minimum of one month for us to respond following a notice served. You agree that you are liable to compensate us fully including any damages, costs of restoration, defence or otherwise against any action taken against us of whatever kind that has not first been notified by the relevant authority under the provisions of this section 25. For the avoidance of doubt, you are liable for informing any third party about the provisions of this section 25 and to ensure that such third party comply with the provisions of this section 25.

26. Dispute resolution

26.1. Should a dispute arise relating to this Contract or the Products or Services under it, the parties shall attempt to resolve it by discussion between their duly authorised senior management and negotiation and mediation before legal proceedings through arbitration or litigation are brought.

26.2. Should we be requested or required, in any dispute in which we are not a party, to provide witness evidence, documents, information or other materials relating to the Products or Services, you agree to be responsible for any reasonable costs that we may incur in doing so.

27. Other matters

27.1. We may use email to communicate with you and others in connection with the Products and Services. To the fullest extent permitted by law, we accept no liability, howsoever arising, for non-delivery, inadvertent misdirection or deletion, unauthorised access to or the corruption of such emails. Whilst we use an industry-standard firewall containing virus and malware protection, we cannot guarantee that all communications will be secure or free from infection.

27.2. Neither party shall assign any rights, obligations or claims relating to this Contract, save that (a) we may assign the Contract in its entirety without consent of you in connection with a corporate reorganisation, (b) we are entitled to assign the right to receive any compensation receivable hereunder to a third party without the prior written consent of you, and (c) we may novate this Contract to any successor to our business.

27.3. This Contract constitutes the entire agreement between the parties relating to the Products and Services and all matters to which it refers. It replaces and supersedes any implied terms, previous drafts, agreements, or other communication, whether made orally or in writing.

27.4. Each of the parties acknowledges and agrees that in entering the Contract, and any documents referred to in it, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either party in respect of any such statement, representation, warranty, or understanding shall be for breach under the terms of the Contract.

27.5. This Contract may be executed in any number of counterparts, each of which, when executed, shall be an original, and the counterparts together shall constitute one and the same instrument, provided that each counterpart is executed by both parties.

28. Law and jurisdiction

28.1. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

28.2. This Contract shall be governed by English law. This Contract and any dispute arising from it, or the Services, shall be subject to the exclusive jurisdiction of the English courts.