

# GREEN GORILLA APPS LIMITED TERMS AND CONDITIONS OF SALE

These terms and conditions govern the relationship between you, the Customer (as defined below), and Green Gorilla Apps Limited. Please read them carefully as they affect your rights and liabilities under the law.

These Terms and Conditions of Sale apply to any form of development work or services carried out by Green Gorilla Apps Ltd on behalf of any Customer.

**The Customer's attention is particularly drawn to the provisions of clauses 7 and 10.**

## 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions of Sale:

**Green Gorilla Apps:** Green Gorilla Apps Limited of 16 Hennals Avenue, Redditch, Worcestershire B97 5NP. Registered Number: 08090495.

**Advance Deposit:** A deposit that is paid in advance of any work or services that Green Gorilla Apps starts that forms part of a Project Plan, Quote or accepted Purchase Order from a customer.

**App:** an application created as part of the Project/Services which is to be available for download to mobile devices.

**App Store:** the Apple Inc. app store, the android market or any similar platforms, websites etc. that Apps can be distributed, sold or made available via.

**Block Hours:** Time that is booked, paid for and reserved in advance of any work or services starting for an existing customer.

**Bug:** an error, flaw, mistake, failure, or fault in a computer program or system forming part of the Project/Services that produces an incorrect or unexpected result that is directly under Green Gorilla Apps control that causes such program or system to behave in unintended ways. A bug must be accepted and agreed in writing by Green Gorilla Apps before it can be repaired. Non bug problems are chargeable as a Variation.

**Contract:** the Customer's purchase order and/or Green Gorilla Apps' acceptance of it under

condition 3.

**Customer:** the person, firm or company who purchases Services from Green Gorilla Apps.

**Customer's Project Manager:** the Customer's manager for the Project appointed in accordance with condition 5.1(a).

**Deliverables:** all products, services and materials developed by Green Gorilla Apps in relation to the Project Plan in any media, including, without limitation, computer programs, Apps, data, diagrams, reports, codes and specifications (including drafts).

**Delivery:** the point at which the Deliverables, Milestones, Variations or Change Requests are delivered or presented to the Customer completed or in stages, and in any form or media as determined by Green Gorilla Apps. Each delivery or Milestone will be signed off by a customer wherever possible. The delivery of work in stages is subject to clause 7.10 "Divisibility" below.

**DocuSign:** this is the electronic system used by Green Gorilla Apps to obtain signatures from Customers. It is legally binding just as an original paper contract been signed would be. Green Gorilla Apps reserve the right to change this program without notice to Customers.

**Fixed Pricing:** For the avoidance of doubt; any fixed price quoted to any customer will apply to the original Project Plan or quotation costs agreed only. Once the Project Plan has started, the fixed price will only apply if there are no Variations to the initial Project Plan. Any delays or requested changes caused by the customer will be treated as a Variation if they incur additional time or cost to Green Gorilla Apps.

**Hosting Facilities:** hosting, storing and maintaining electronic files relating to website to enable it to be available via the World Wide Web.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in 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 for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Instalment Payments:** A staged or interim invoice requesting payment that is triggered by the

completion of a milestone, work after a period of time or any other deadline detailed in a Project Plan or by Green Gorilla Apps.

**Minimum Charge:** Four hour's work at Green Gorilla Apps hourly rate (as amended from time to time) or subject to a minimum of £125 + VAT, whichever is the greater.

**Pre-existing Materials:** materials which existed before the commencement of the Project.

**Project:** the project as described in the Project Plan.

**Project Milestone:** a date or work stream by which is a part of the Project Plan is a completed task or deadline, as set out in the Project Plan and can be used as a trigger to invoice for an Instalment Payment.

**Project Plan:** combine the Quote, Order Form and Terms of Sale that describes the Project objectives and sets out the estimated timetable (including Project Milestones), costs, deadlines and responsibilities for the provision of the Services by Green Gorilla Apps in accordance with the Contract.

**Services:** the services to be provided by Green Gorilla Apps under the Contract.

**Green Gorilla Apps' Project Manager:** Green Gorilla Apps' manager for the Project, appointed in accordance with condition 4.4.

**Variations:** A Variation (also known as a Change Request) can apply to a Project Plan or any other work stream before or after the work has commenced. A Variation is an alteration or change to the time required, design or working specification or services that were in the original Project Plan authorised by Green Gorilla Apps. A Variation will be at an additional cost to the Project Plan, even if the original cost was a Fixed Price. Separate invoices can be raised for all Variations and are subject to the clauses 7.10 when applicable, 7.5 and 7.6.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Headings do not affect the interpretation of these conditions.

## **2. APPLICATION OF CONDITIONS**

2.1 These conditions shall:

- (a) apply to and be incorporated in the Contract; and
  - (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 Any Variation of the Contract shall be in writing or email and signed by or on behalf of the customer. Variations will incur additional costs.

### **3. EFFECT OF PURCHASE ORDER**

The Customer's purchase order constitutes an offer by the Customer to purchase the Services specified in it on these conditions; accordingly, the execution and return of the acknowledgement copy of the Project Plan purchase order form by Green Gorilla Apps, the execution and return of the Order Specification or Green Gorilla Apps commencement or execution of work pursuant to the purchase order, shall establish a contract for the supply and purchase of those Services on these conditions. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in; the purchase order shall not govern the Contract.

### **4. GREEN GORILLA APPS' OBLIGATIONS**

- 4.1 Green Gorilla Apps shall use reasonable endeavours to manage and complete the Project, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Project Plan.
- 4.2 Green Gorilla Apps shall use reasonable endeavours to meet the performance dates specified in the Project Plan, but any such dates shall be estimates only and time shall not be of the essence of the Contract where Customers fail to provide information on time. For the avoidance of doubt, such performance dates are intrinsically linked to the length of time it takes for the Customer to respond to requests for information/action from Green Gorilla Apps and if such responses are not made within a time period acceptable to Green Gorilla Apps, Green Gorilla Apps shall not be responsible for performance dates not being met or any direct or indirect consequences relating to such performance dates not being met.
- 4.3 Green Gorilla Apps shall use reasonable endeavours to respond to Customer correspondence within 24 hours of receipt of the same.
- 4.4 Green Gorilla Apps may appoint a Project Manager who shall use reasonable endeavours to ensure that the same person acts as Green Gorilla Apps' Project Manager throughout the Project, but may replace them from time to time where reasonably necessary in the interests of Green Gorilla Apps' business.
- 4.5 Green Gorilla Apps shall carry out all reasonably necessary remedial actions relating to Bugs notified by the Customer to Green Gorilla Apps within one month of the Delivery of the Deliverables with no charge, and at their discretion. Should Green Gorilla Apps consider, in their reasonable opinion, that the issue raised by the Customer is not a Bug, Green Gorilla Apps will charge the Customer for the time spent investigating and/or remedying the issue as a Variation or subject to the Minimum Charge, whichever is the greater.
- 4.6 For the avoidance of doubt, should the Customer consider that they have discovered a Bug after the expiration of one month from the date of Delivery of the Deliverables, Green Gorilla Apps will charge the Customer for the time spent investigating and/or remedying the issue as a Variation. The Minimum Charge shall be or £125 + VAT (equivalent to one hour's work), or the total time in hours and minutes taken to resolve the Bug charged at the hourly rate of £125 + VAT, whichever is the greater.

- 4.7 Should Green Gorilla Apps receive enquires from the Customer relating to Hosting Facilities where the host is not Green Gorilla Apps, Green Gorilla Apps will charge the Customer for the time spent investigating and/or remedying the issue as a Variation. The Minimum Charge shall be or £125 + VAT (equivalent to one hour's work), or the total time in hours and minutes taken to resolve the Bug charged at the hourly rate of £125 + VAT, whichever is the greater.

## **5. CUSTOMER'S OBLIGATIONS**

5.1 The Customer shall:

- (a) co-operate with Green Gorilla Apps in all matters relating to the Project and appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on matters relating to the Project;
- (b) provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by Green Gorilla Apps;
- (c) provide in a timely manner (considered to be within two full working days) and within timescales set by Green Gorilla Apps as required, such information as Green Gorilla Apps may request, and ensure that such information is accurate in all material respects;
  - (d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services (if applicable);
  - (e) provide Green Gorilla Apps with remote access to the Customer's information technology facilities free of charge at any time for the purposes of carrying out the Services; and
- (f) comply with such other reasonable requests and/or instructions made or given by Green Gorilla Apps to enable the Services to be carried out.

5.2 If Green Gorilla Apps' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall be liable to pay to Green Gorilla Apps on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Green Gorilla Apps confirming such costs, charges and losses to the Customer in writing.

5.3 The Customer shall not, without the prior written consent of Green Gorilla Apps, at any time from the date of the Contract to the expiry of six months after the completion of the Services, solicit or entice away from Green Gorilla Apps or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Green Gorilla Apps.

## **6. CHANGE CONTROL**

6.1 The Customer's Project Manager and Green Gorilla Apps Project Manager shall meet at least once every month, or at another time interval to suit both parties, to discuss matters relating to the Project. Any agreed time period will be stated in the Project Plan. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing or via email.

- 6.2 If either party requests a change to the scope or execution of the Services, Green Gorilla Apps shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
  - (b) any variations to Green Gorilla Apps' charges arising from the change;
  - (c) the likely effect of the change on the Project Plan; and
  - (d) any other impact of the change on the terms of the Contract.
- 6.3 If Green Gorilla Apps request a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 6.4 If the Customer wishes Green Gorilla Apps to proceed with the change, Green Gorilla Apps have no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Project Plan and any other relevant terms of the Contract to take account of the change.

## **7. CHARGES AND PAYMENT**

- 7.1 Condition 7.2 shall apply if the Services are to be provided on a time-and-materials basis. Condition 7.3 shall apply if the Services are to be provided for a fixed price. The remainder of this condition 7 shall apply in either case.
- 7.2 Where the Services are provided on a time-and-materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with Green Gorilla Apps' standard hourly fee rates as amended from time to time, subject to the Minimum Charge; and
  - (b) Green Gorilla Apps shall invoice the Customer bi-monthly or monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this condition 7, unless otherwise agreed between the parties.
- 7.3 Where the Services are provided for a fixed price the total price for the Services shall be the amount set out in the Project Plan plus any additional costs added as a result of work carried out under a Variation. The total price shall be paid to Green Gorilla Apps (without deduction or set-off) in payment instalments as set out in the Project Plan on its achieving the corresponding Project Milestone or other deadline. On achieving a Project Milestone or other deadline, Green Gorilla Apps shall invoice the Customer for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in condition 7.4.
- 7.4 Any fixed price contained in the Project Plan excludes Variations that occur after the start date and VAT, which Green Gorilla Apps shall add to its invoices at the appropriate rate.
- 7.5 The Customer shall pay each invoice submitted to it by Green Gorilla Apps in full, and in cleared funds, within 7 days of the date shown on each invoice. The money can be transferred electronically to the bank account details shown on each invoice. Invoices can be raised separately for: Advance Deposits, Block Hours, Hosting Services, Support Contracts, Variations, Instalment Payments, any other work or services carried out by Green Gorilla Apps.
- 7.6 Without prejudice to any other right or remedy that Green Gorilla Apps may have, if the Customer fails to pay Green Gorilla Apps for any invoice on the due date Green Gorilla Apps may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Bank of England, accruing on a daily basis and being compounded quarterly until

payment is made, whether before or after any judgment. Green Gorilla Apps may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;

- (b) suspend all Services until payment has been made in full;
- (c) put any Project, the Services or any Deliverables beyond use until payment has been made in full.

7.7 Time for payment shall be of the essence of the Contract.

7.8 All payments payable to Green Gorilla Apps under the Contract shall become due for work completed immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.9 Green Gorilla Apps may, without prejudice to any other rights it may have, set off any liability of the Customer to Green Gorilla Apps against any liability of Green Gorilla Apps to the Customer.

7.10 Divisibility: Green Gorilla Apps may deliver work and services in stages that will require payments by instalments after Project Plans have started and milestones are reached. Each invoice raised for stages and Variations and each instalment payment shall constitute a separate contract in its own right and the conditions shown in clauses 7.5 and 7.6 shall apply.

7.11 No Right of Set Off: Without prejudice to any other rights or remedies, the Customer will have no Right of Set Off for any amount of monies owing, at any time to Green Gorilla Apps, for any part of any contract or any invoice outstanding where Deliverables have been completed by Green Gorilla Apps. This clause will apply where multiple contracts may be operation at one time.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 Subject to any agreement to the contrary contained in the Project Plan, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by Green Gorilla Apps until all payments due to Green Gorilla Apps for the Project and the Services have been made to Green Gorilla Apps. Green Gorilla Apps hereby licenses all such rights to the Customer until such time free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as is envisaged by the parties during the Project. If Green Gorilla Apps terminate the Contract under condition 11.1, this licence will automatically terminate.

8.2 Once Green Gorilla Apps have received payment in full for the Project and/or Services in accordance with these conditions, all Intellectual Property Rights and other rights in the deliverables shall be transferred to the Customer free of charge.

8.3 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on Green Gorilla Apps obtaining a written end-user licence (or sub- licence) of such rights from the relevant licensor or licensors on such terms as will entitle Green Gorilla Apps to license such rights to the Customer.

## **9. CONFIDENTIALITY AND GREEN GORILLA APPS' PROPERTY**

9.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Green Gorilla Apps or its agents, and any other confidential information concerning Green Gorilla Apps' business or its products which the Customer may obtain. The Customer shall restrict

disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Customer's obligations to Green Gorilla Apps, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

- 9.2 All materials, equipment and tools, drawings, specifications and data supplied by Green Gorilla Apps to the Customer shall at all times be and remain the exclusive property of Green Gorilla Apps, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Green Gorilla Apps, and shall not be disposed of or used other than in accordance with Green Gorilla Apps' written instructions or authorisation.
- 9.3 Green Gorilla Apps shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Green Gorilla Apps by the Customer or its agents, and any other confidential information concerning the Customer's business or its products. Green Gorilla Apps shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Green Gorilla Apps' obligations to the Customer, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind Green Gorilla Apps.
- 9.4 All materials, equipment and tools, drawings, specifications and data supplied by the Customer to Green Gorilla Apps shall at all times be and remain the exclusive property of the Customer, but shall be held by Green Gorilla Apps in safe custody at its own risk and maintained and kept in good condition by the Green Gorilla Apps until returned to the Customer, and shall not be disposed of or used other than in accordance with the Customer's written instructions or authorisation.
- 9.5 This condition 9 shall survive termination of the Contract, however arising.

## **10. LIMITATION OF LIABILITY**

- 10.1 The following provisions set out the entire financial liability of Green Gorilla Apps (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of the Contract;
  - (b) any use made by the Customer of the Services, the Deliverables or any part of them; and
  - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes the liability of Green Gorilla Apps: (a) for death or personal injury caused by Green Gorilla Apps' negligence; or (b) for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3:
- (a) Green Gorilla Apps shall not be liable, whether in tort (including for [negligence or] breach of statutory duty), contract, misrepresentation or otherwise for:
    - (i) loss of profits; or

- (ii) loss of business; or
  - (iii) depletion of goodwill or similar losses; or
  - (iv) loss of anticipated savings; or
  - (v) loss of goods; or
  - (vi) loss of contract; or
  - (vii) loss of use; or
  - (viii) loss or corruption of data or information; or
  - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) Green Gorilla Apps shall not be liable for any delays encountered by the Customer in having any App available for download on the App Store. For the avoidance of doubt, Green Gorilla Apps are not responsible or liable for presenting any App to the App Store, nor do Green Gorilla Apps take any responsibility or liability for an App being rejected by the App Store for any reason. Green Gorilla Apps give no assurances whatsoever that an App will be accepted by the App Store.
- (c) Green Gorilla Apps will carry out any Project/Services using the latest versions of the relevant mobile operating systems available as at the date the Deliverables are delivered to the Customer and shall have no responsibility or liability to the Customer for any issues encountered by the Customer relating to updates to such mobile operating systems carried out after the Delivery of the Deliverables.
- (d) Green Gorilla Apps total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

## **TERMINATION**

Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:

- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- (f) the other party ceases, or threatens to cease, to trade; or

- (g) there is a change of control of the other party; or
  - (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 11.2 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

## **12. FORCE MAJEURE**

Green Gorilla Apps shall have no liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Green Gorilla Apps or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## **13. WAIVER**

- 13.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## **14. SEVERANCE**

- 14.1 If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **15. STATUS OF PRE-CONTRACTUAL STATEMENTS**

Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in the Contract.

## **16. ASSIGNMENT**

- 16.1 The Customer shall not, without the prior written consent of Green Gorilla Apps, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.2 Green Gorilla Apps shall not, without the prior written consent of The Customer, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

## **17. NO PARTNERSHIP OR AGENCY**

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **18. THIRD PARTY RIGHTS**

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

## **19. NOTICES**

Any notice under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in the Contract, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in the Contract. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

## **20. GOVERNING LAW AND JURISDICTION**

- 20.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 20.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).