ALDUS Transfer Limited

General Terms and Conditions of Sale and Delivery

1 DEFINITIONS AND INTERPRETATION

1.1 In these standard terms and conditions the following definitions apply.

"ALDUS" means ALDUS Transfer Limited, a company registered in Scotland with registered number SC655194 and having its registered office at 50 Lothian Road, Festival Square, Edinburgh, Scotland, EH3 9WJ;

"Applicable Law" means any statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal), rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and/or legally binding industry code of conduct, guidelines which relate to the Contract and/or the Goods and/or Services;

"Business Day" means a day other than a Saturday or Sunday or a day which is a public or bank holiday in Scotland;

"Business Hours" means the period from 9.00am to 5.00pm on any Business Day;

"Buyer" means a person or firm acting in the course of a business, trade or profession whose order for the Goods and/or Services is accepted by ALDUS in accordance with Condition 2.2, and for the avoidance of doubt, does not include a consumer or individual;

"Confidential Information" means all confidential information in respect of the business of a Party including any know-how or trade secrets or commercially sensitive information and other matters connected with the Goods and/or Services, information concerning that Party's relationships with actual or potential clients, Buyers or suppliers and the needs and requirements of that Party and of such persons and any other information which, if disclosed, will be liable to cause harm to that Party, or which, from all relevant circumstances, could reasonably be assumed to be confidential and proprietary;

"Contract" means the contract between ALDUS and the Buyer for the sale and purchase of the Goods and/or the supply of the Services formed in accordance with Condition 2 and comprising these T&Cs;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

"Delivery Point" means the place where delivery of the Goods is to take place under Condition 6.1;

"Goods" means the goods (or any part of them) set out in an Order Confirmation;

"Force Majeure Event" means an act of God, lightning, earthquake, fire, flood, storm, or extreme weather condition; or war, insurrection, riot, civil commotion, act or threat of terrorism or strike, lockout, industrial action or dispute (whether affecting the workforce of ALDUS and/or any other person) or a reduction in or unavailability of raw materials from normal sources of supply, or change in Applicable Law or any other event or circumstance beyond the reasonable control of ALDUS;

"Incoterms" means the International Commercial Terms last published by the International Chamber of Commerce in 2020, and as may be amended from time to time;

"Insolvent" means the Buyer is insolvent where it (i) proposes or passes a resolution for its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up; (ii) is subject to

an application to or order or notice issued by a court or other authority of competent jurisdiction for its winding up or striking off, (iii) enters administration or is the subject of an application for administration filed at any court or a notice of intention to appoint an administrator given by any person filed at any court or if any steps or actions are taken in connection with the appointment of an administrator in respect of it; (iv) proposes, makes or is subject to, a voluntary arrangement or a composition with its creditors generally, an application to a court of competent jurisdiction for protection from its creditors generally or a scheme of arrangement under Part 26 Companies Act 2006, (v) takes any step in connection with the making of a company voluntary arrangement or a composition with its creditors; (vi) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income; (vii) ceases to trade or appears, in the reasonable opinion of ALDUS, to be likely to cease to trade; (viii) is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986; (ix) has any distraint, execution or other process levied or enforced on any of its property which is not paid out, settled or discharged within ten (10) Business Days; or (x) is the subject to anything analogous to the foregoing under the laws of any applicable jurisdiction;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order Confirmation" means a written acknowledgment of an order issued to the Buyer by ALDUS;

"Party" means a party to the Contract;

"Services" means any services which ALDUS provides to the Buyer including the Support Services and any services to be provided by ALDUS set out in an Order Confirmation;

"Specification" means each of the following, as set out in the Order Confirmation: the technical specifications of those Goods and/or documents detailing the requirements of the Services; all preparatory, design and development materials which relate to the Goods and/or Services; all information of any description which explains the structure, design, operation, functionality of the Goods or how the Services will be performed, and all information of any description which relates to the maintenance and/or support of the Goods and/or Services;

"Support Services" means any support services which ALDUS provides in relation to the provision of the Goods; and

"T&Cs" means these standard terms and conditions of sale together with any terms in any Order Confirmation issued by ALDUS.

1.2 All headings are for reference only and shall not affect the interpretation of these T&Cs.

1.3 Unless the context otherwise requires, references to the singular include the plural and vice versa and references to any gender include every gender; and references to a **"person"** include any individual, body corporate, partnership, firm, trust, organisation, joint venture, government or government agency, local or municipal authority or any other entity.

1.4 References to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

2 FORMATION AND INCORPORATION

2.1 Subject to any variation under Condition 2.6, the Contract is governed by these T&Cs to the exclusion of all other terms and conditions, including any terms or conditions the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract or which are implied by trade, custom, practice or course of dealing. These T&Cs, in their applicable version at the relevant time, shall apply to each future order without ALDUS having to issue a copy for each order. ALDUS will notify the Buyer about any changes to these T&Cs.

2.2 Each order or approval of a quotation for Goods and/or Services will be deemed to be an offer by the Buyer to purchase Goods and/or Services upon these T&Cs. The Contract is only formed when the Buyer's order or approval of quotation is confirmed by ALDUS, by way of an Order Confirmation. No Contract will exist prior to such confirmation being given. Each Order Confirmation will contain a purchase order number which shall be quoted in all correspondence.

2.3 Any quotation provided by ALDUS is valid for a period of thirty (30) days only from its date of issue, provided ALDUS has not previously withdrawn it.

2.4 The Buyer must ensure that the terms of its order or approval of quotation and any applicable Specification are complete and accurate and are reflected within the Order Confirmation.

2.5 The Buyer shall not be entitled to cancel any purchase order which has been accepted by ALDUS under an Order Confirmation without the prior written consent of ALDUS.

2.6 No variation to the T&Cs shall be effective unless it is in writing and signed by a duly authorised representative on behalf of ALDUS.

3 THE GOODS

3.1 The quantity and description of the Goods and/or Services will be as set out in the Order Confirmation.

3.2 All samples, descriptive matter, specifications and advertising issued by ALDUS and any descriptions or illustrations contained in ALDUS' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services represented by or described in them. They will not form part of the Contract or have any contractual force and shall not be considered a sale by sample.

3.3 ALDUS may make any changes to the Specification, design, materials or finishes of the Goods and/or provision of the Services which are required to conform with any Applicable Laws, or which do not otherwise materially affect their quality or performance.

3.4 ALDUS may deliver to the Buyer Goods up to ten per cent (10%) more or ten per cent (10%) less than the quantity ordered without any adjustment in the price, and such quantity delivered will be deemed to be the quantity ordered.

3.5 The Buyer accepts full responsibility for testing Goods before commercial use.

3.6 Where the Goods will be used with or incorporated into any other goods, the Buyer shall satisfy itself that the Goods will not adversely affect or be adversely affected by those goods. The Buyer shall satisfy itself that the Goods ordered are suitable for any manufacturing or packaging process which they may undergo.

3.7 Should the Buyer send its own material to ALDUS for processing, the Buyer shall ensure such materials are suitable for such processing. ALDUS accepts no liability for any loss incurred by the Buyer should its materials be found unsuitable for the processing specified.

3.8 ALDUS may, at its option, provide Support Services, the nature, extent duration and cost of which shall be agreed with the Buyer on an order-by-order basis.

3.9 Subject to Condition 8.6, where and to the extent that any Support Services are provided (whether set out in an Order Confirmation or not), they are performed at the Buyer's risk, and no liability shall fall on ALDUS as a consequence of performing the Support Services.

4 PRICE

4.1 The price for the Goods and/or Services will be the price set out in the Order Confirmation, or if not set out in the Order Confirmation, in ALDUS' published price list current at the date of delivery. Unless otherwise agreed, the price is inclusive of any costs of packaging and exclusive of any carriage, value added tax or other applicable sales tax, duties, imposts, import or export duties, or levies. In relation to the duties payable, the relevant rules of the Incoterms, as agreed by the parties pursuant to Condition 7.1, shall be deemed to apply to the Contract.

4.2 ALDUS will be entitled to increase the price of the Goods following any changes in the Specification made at the request of the Buyer and agreed by ALDUS, or to cover any extra expense as a result of the Buyer's instructions (or lack of instructions) or to comply with the requirements of Condition 3.3.

4.3 Such price adjustments shall not entitle the Buyer to cancel the Contract if manufacturing has commenced.

5 PAYMENT

5.1 ALDUS shall invoice the Buyer for the Goods on or at any time after delivery and for the Services or at any time after performance commences and, subject to Condition 5.3, payment is due in sterling/euro/USD in cleared funds within thirty (30) days after the date of such invoice or as per terms agreed with the Sales Representative, unless otherwise agreed in writing.

5.2 Time shall be of the essence in respect of the payment dates set out in Condition 5.1, which may only be amended by written agreement between the Parties.

5.3 All sums payable to ALDUS under the Contract will become due immediately upon termination of the Contract.

5.4 All payments to be made by the Buyer under the Contract will be made in full without any set-off, restriction or condition and without any deduction or withholding of any nature, unless the Buyer is required by law to make any such deduction or withholding.

5.5 ALDUS may allocate any payment made by the Buyer to ALDUS to such of the invoices for the Goods and/or Services as ALDUS deems fit.

5.6 If any sum payable under the Contract is not paid when due then, without prejudice to ALDUS' other rights and remedies under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at three per cent (3%) per annum over Bank of England base rate from time to time and ALDUS will be entitled to suspend deliveries of the Goods and/or performance of the Services until the outstanding amount has been received in cleared funds by ALDUS from the Buyer. If any sum payable under the Contract is not paid and the debt is passed to a third party for collection, all sums incurred will be chargeable to the Buyer.

6 DELIVERY

6.1 Subject to Condition 7.1, delivery of Goods and provision of the Services (if any) will be made by ALDUS to the location specified in any Order Confirmation or as otherwise subsequently agreed by the Parties in writing.

6.2 The Buyer shall, except as otherwise agreed, be responsible for complying with all applicable export control, economic sanctions, import/customs, and other trade control laws and regulations, including as applicable laws and regulations of the United Kingdom, European Union and its Member States, and the United States; obtaining all export and import licences and authorisations relating to the Goods, and for payment of all customs and excise duties, taxes and charges, including clearing and brokerage charges paid or payable for or in respect of exportation and importation of the Goods.

6.3 The Buyer shall provide ALDUS with all information ALDUS requires related to compliance with these laws and regulations, including information regarding the end use, end user, and destination of the Goods.

6.4 The Buyer shall be liable for, and shall indemnify ALDUS from and against, all claims, liabilities, costs and expenses of any nature suffered or incurred by ALDUS as a result of or by reason of any such importation or exportation or Buyer's failure to comply with any applicable laws related to importation or exportation.

6.5 Without affecting any other rights or remedies available to it, ALDUS may suspend the supply of Goods and/or Services if the Buyer fails to comply, or ALDUS reasonably believes that the Buyer has failed to comply with any applicable laws related to importation or exportation.

6.6 ALDUS may deem the Buyer's failure to comply with the terms of this Condition 6 a material breach of the Contract which is not capable of remedy, and which is subject to the termination provisions of Condition 10.

6.7 The Buyer will provide at its own expense at the Delivery Point adequate and appropriate equipment and manual labour for off-loading the Goods.

6.8 ALDUS will use reasonable endeavours to deliver the Goods to the Buyer or perform the Services for the Buyer on the delivery date specified in the Order Confirmation and, if no time is agreed, within a reasonable period of the date of the Order Confirmation. In any event, the time of delivery of the Goods or performance of the Services is approximate and will not be of the essence of the Contract.

6.9 If the Buyer fails to accept delivery of any of the Goods or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered and/or Services to be performed on time (except solely on account of ALDUS' default), the Goods and/or Services will be deemed to have been delivered or performed on the due date and (without prejudice to its other rights) ALDUS may store or arrange for storage of the Goods until actual delivery or sale in accordance with this Condition 6.9 and charge the Buyer for all related costs and expenses (including storage and insurance) and/or following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable and charge the Buyer for any shortfall below the price under the Contract or account to the Buyer for any excess achieved over the price under the Contract, in each case having taken into account any charges related to the sale.

7 RISK/OWNERSHIP

7.1 Risk of damage to or loss of the Goods will pass to the Buyer in accordance with those rules of the Incoterms which have been agreed by the Parties in relation to that particular Contract. In the absence of such agreement, the risk of damage to or loss of the Goods will pass to the Buyer:

(a) in case of delivery by ALDUS, when the Goods have been delivered to the Delivery Point; or

(b) in case of collection by the Buyer, subject to the terms of any other agreement between the parties, on collection of the Goods from the premises of ALDUS,

and it shall in all cases be the responsibility of the Buyer to insure the Goods against loss, theft or damage whilst being transported from the premises of ALDUS to the Buyer.

7.2 Subject to Condition 7.5 and Condition 7.8 below, legal and beneficial ownership of the Goods will not pass to the Buyer until ALDUS has received payment in full (in cash or cleared funds) of all sums due to it in respect of the Goods; and all other sums which are or become due to ALDUS from the Buyer on any account.

7.3 Until ownership of Goods has passed to the Buyer, the Buyer must hold the Goods on a fiduciary basis as ALDUS' bailee; store the Goods (at no cost to ALDUS) separately from all other Goods of the Buyer or any third party in such a way that they remain readily identifiable as ALDUS' property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and maintain the Goods in satisfactory condition insured on ALDUS' behalf for their full price against all risks to the reasonable satisfaction of ALDUS, and will whenever requested by ALDUS produce a copy of the policy of insurance.

7.4 The Buyer's right to possession of the Goods and to use them in the ordinary course of its business will terminate immediately if the Buyer becomes Insolvent or, without limiting any other right or remedy of ALDUS, if ALDUS serves notice to terminate the Contract in accordance with Condition 15.

7.5 ALDUS may, by giving written notice to the Buyer (such notice to have immediate effect), pass legal and beneficial ownership of the Goods (or any of them) to the Buyer at any time before such ownership would otherwise have passed to the Buyer.

7.6 The Buyer grants to ALDUS, its sub-contractors, agents and employees an irrevocable 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 right to possession has terminated, to recover them.

7.7 Where ALDUS is unable to determine whether any goods are the Goods in respect of which the Buyer's right to possession and right to use has terminated, the Buyer will be deemed to have used or incorporated all Goods with other products, or sold all Goods of the kind sold by ALDUS to the Buyer, in the order in which they were invoiced to the Buyer.

7.8 Without prejudice to the Condition 7.2, in the event that the Buyer resells the Goods in the ordinary course of its business, legal and beneficial ownership of the Goods will pass to the Buyer immediately prior to the Buyer entering into a binding contract for the sale of those Goods.

7.9 On termination of the Contract, however caused, ALDUS' (but not the Buyer's) rights contained in this Condition 7 shall remain in effect.

8 WARRANTY, EXCLUSION OF LIABILITY AND INDEMNITY

8.1 ALDUS will, free of charge, within a period of one (1) month from the date of delivery of Goods which are proved to the reasonable satisfaction of ALDUS not to comply with the Specification, or (where there is no Specification) with the requirements in relation to satisfactory quality in Section 14(2) of the Sale of Goods Act 1979, in either case due to defects in materials or workmanship or design (other than a design made, furnished or specified by the Buyer), replace or, at its option, refund the Buyer of the price of such Goods. This obligation will not apply where the Goods have been improperly used or altered in any way by the Buyer; where any instructions as to storage or use of the Goods have not been complied with by the Buyer; or where the Buyer has failed to notify ALDUS of any defect or suspected defect within fourteen (14) days of date of delivery where the defect should have been apparent on reasonable inspection, or within fourteen (14) days of the same coming to the knowledge of the Buyer where the defect is not one which would have been apparent on reasonable inspection, and in any event no later than one (1) month from the date of delivery of the Goods.

8.2 ALDUS will, free of charge, in relation to Goods which are proved to the reasonable satisfaction of ALDUS to be delivered to the Buyer in a damaged condition, replace, or at its option, refund the price of such Goods. This obligation will only apply where the Buyer has notified ALDUS of any purported damage to Goods within twenty-four (24) hours of delivery specifying the nature of the defect in detail, in order for ALDUS to make any necessary counterclaim against any carrier of the Goods.

8.3 ALDUS will refund to the Buyer the cost of carriage (where applicable) on the return of any Goods where ALDUS is reasonably satisfied that such Goods are defective and/or damaged and will deliver any

replacement Goods to the Buyer at ALDUS' own expense. Any Goods which have been replaced will be owned by and be returned to ALDUS.

8.4 ALDUS will, free of charge, up to a period of one (1) month from the date of the performance of the Services which are proved to the reasonable satisfaction of ALDUS to have not been provided with reasonable skill and care, re-perform or, at the Buyer's option, refund the price for such Services. This obligation will not apply to the Support Services and will not apply where the defects in the provision of the Services arise out of the reliance of ALDUS on any inaccurate or incomplete information provided by the Buyer, or the failure or delay of the Buyer to perform any of its obligations under this Contract or to do any act necessary for the proper provision of the Services; or any intended use or purpose of the Goods and/or Services made known to ALDUS by the Buyer in relation to the Services is changed by the Buyer.

8.5 Without prejudice to Condition 8.7, in the event of any breach of ALDUS' express obligations in these T&Cs the remedies available to the Buyer shall be limited to damages.

8.6 ALDUS does not exclude its liability (if any) to the Buyer for breach of ALDUS' obligations arising under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or for personal injury or death resulting from ALDUS' negligence; for any matter for which it would be illegal for ALDUS to exclude or to attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

8.7 Except as provided in Conditions 8.1 to 8.6 (inclusive), ALDUS will be under no liability to the Buyer whatsoever (whether in contract, tort, negligence, breach of statutory duty, restitution or otherwise) for any indirect or consequential loss (both of which terms include, loss of business opportunity, depletion of goodwill and other similar losses) however caused arising out of or in connection with the supply of the Goods and/or Services under the Contract.

8.8 Subject to Condition 8.6, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are, to the fullest extent permitted by any applicable laws, excluded from the Contract.

8.9 Subject to Condition 8.6, ALDUS' total liability to the Buyer in respect of all losses arising under or in connection with the Contract, whether in contract tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price payable for the Goods and/or Services which are the subject of the alleged loss.

8.10 The Buyer acknowledges that the above provisions of this Condition 8 are reasonable and reflected in the price of the Goods and/or Services which would be higher without those provisions, and the Buyer accepts such risk and/or shall insure accordingly.

8.11 The Buyer agrees to indemnify, and keep indemnified, ALDUS from and against all costs (including legal on a full indemnity basis), expenses, liabilities, indirect and consequential loss (all three of which, terms include pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, and proceedings and judgments which ALDUS incurs or suffers in respect of any actual or threatened claim by a third party as a result of any act or omission of the Buyer or as a consequence of any breach or wilful default or negligent performance or failure in performance by the Buyer of the terms of the Contract.

8.12 This Condition 8 shall survive termination of the Contract.

9 FORCE MAJEURE

9.1 ALDUS shall not be in breach of the Contract or otherwise liable to the Buyer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event.

9.2 If a Force Majeure Event occurs, ALDUS shall as soon as reasonably practicable after becoming aware of the Force Majeure Event notify the Buyer that the Force Majeure Event has occurred and shall take all reasonable steps to mitigate the effects of the Force Majeure Event. The Buyer shall continue to pay the prices for any Goods and/or Services which ALDUS continues to supply notwithstanding the occurrence of the Force Majeure Event.

9.3 If ALDUS is unable to deliver or the Buyer is unable to take delivery of a material part of the Goods or ALDUS is unable to provide a material part of the Services for a period of more than sixty (60) days due to a Force Majeure Event which gives rise to relief from liability under Condition 9.1, either Party shall be entitled to terminate the Contract by giving not less than thirty (30) days' prior written notice to that effect to the other Party.

10 TERMINATION

10.1 If the Buyer commits a breach of the Contract that cannot be remedied; or commits a breach of the Contract which can be remedied but fails to remedy that breach within thirty (30) days of a written notice setting out the breach and requiring it to be remedied being given by ALDUS, ALDUS may terminate the Contract by giving not less than seven (7) days' prior written notice to that effect to the Buyer.

10.2 ALDUS may terminate the Contract immediately by giving written notice to that effect to the Buyer if at any time the Buyer becomes Insolvent.

10.3 Notwithstanding Condition 10.1, ALDUS may terminate the Contract immediately by giving written notice to that effect to the Buyer if the Buyer fails to make any payment due to ALDUS under the Contract or any other contract between the Parties on or before the due date.

10.4 Except for Conditions which expressly or by implication have effect after termination of the Contract, following expiry or termination of the Contract all rights and obligations shall immediately cease but without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

11 CONFIDENTIALITY

11.1 Each Party will keep strictly confidential any and all Confidential Information that it may acquire from the other Party.

11.2 Each Party will not use the Confidential Information of the other Party for any purpose other than (in the case of ALDUS) to perform its obligations under the Contract or (in the case of the Buyer) to receive and use Goods and the Services. Each Party will ensure that its officers and employees comply with the provisions of this Condition 11.

11.3 The obligations on each Party set out in Conditions 11.1 and 11.2 will not apply to any information which subsequently enters the public domain other than as a result of any act or omission of the Party who has received the Confidential Information from the other Party, or if that Party is required by law to disclose such Confidential Information (but then only to the extent of such required disclosure).

12 DATA PROTECTION

12.1 ALDUS is a data controller under the Data Protection Legislation for the purposes of performing its obligations under the Contract and the promotion of Goods and/or Services (the **"Agreed Purpose"**), and the Buyer on behalf of itself and any of its directors, shareholders, members, employees, servants and agents (**"Associates"**) acknowledges the use and processing of personal data for the Agreed Purpose.

12.2 ALDUS processes personal data of the Buyer and its Associates in accordance with the Privacy Notice: a copy of which can be found at https://foils.aldusgroup.com/privacy/TRANSFER-UK-Privacy-EN.pdf (**"Privacy Notice"**).

12.3 The Buyer on behalf of itself and its Associates acknowledges and accepts the processing of its personal data as referred to in the Privacy Notice for the Agreed Purpose.

13 INTELLECTUAL PROPERTY

13.1 ALDUS and its licensors shall retain ownership of all Intellectual Property Rights in the Goods and Services, excluding any materials provided by the Buyer ("Buyer Materials") contained within them.

13.2 ALDUS grants to the Buyer a non-exclusive, royalty-free, non-transferable perpetual licence (with the right to grant sublicences) to use, copy and modify any deliverables provided by ALDUS for the purpose of receiving and using the Goods and Services in the Buyer's business.

13.3 ALDUS shall not include in deliverables any materials belonging to third parties that cannot be licensed to the Buyer on the terms of Condition 13.2 (**"Third Party Materials"**) unless their inclusion and licence terms are approved in advance by the Buyer. The Buyer shall comply with the terms (including any usage restrictions) that apply to the Third Party Materials and which have been provided to the Buyer in writing.

13.4 The Buyer and its licensors shall retain ownership of all Intellectual Property Rights in the Buyer Materials. The Buyer grants ALDUS a non-exclusive, royalty-free licence to use, copy and modify the Buyer Materials for the purpose of providing the Goods and Services to the Buyer. ALDUS may grant sublicences of the Buyer Materials to its subcontractors and other suppliers where necessary for the performance of the Services.

14 GENERAL

14.1 ALDUS' rights and remedies set out in these T&Cs are in addition to and not exclusive of any rights and remedies provided by law.

14.2 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from the Contract and this shall not affect the remainder of the terms of the Contract which shall continue in full force and effect.

14.3 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach, or default shall only be valid if it is in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.

14.4 ALDUS shall be entitled to assign, sub-contract, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract or to sub-contract any of its obligations under the Contract. The Buyer may not assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract or to sub-contract any of its obligations under the Contract without the prior written consent of ALDUS.

14.5 The Parties do not intend that any term of the Contract shall be enforceable under the Contracts (Third Party Rights) (Scotland) Act 2017 by any person other than the Parties.

14.6 The Contract constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter. Subject to Condition 8.6, neither Party has entered into the Contract in reliance upon, and it shall have no remedy in respect of, any assurance, representation, statement or warranty which is not expressly set out in the Contract.

15 NOTICE

15.1 Any notice or other communication given under or in connection with the Contract shall be in writing and shall be:

(a) delivered by hand, or sent by pre-paid first-class post or airmail to its registered office or principal place of business; or

(b) sent by email to the email address detailed in the relevant Contract

15.2 Any notice or communication given in accordance with Condition 15.1 shall be deemed to have been served if delivered by hand, at the time of delivery to the proper address; if sent by pre-paid first-class post at 9.00 a.m. on the second Business Day after the date of posting; if sent by airmail at 9.00 a.m. on the fifth Business Day after the date of posting; or if sent by email, at the time of transmission, or if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

16 GOVERNING LAW AND JURISDICTION

16.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Scotland.

16.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland for the determination of any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).