

DEMPA CONDITIONS FOR EQUIPMENT HIRE

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

Affiliate(s): any person(s) which (a) Controls a Party to this Agreement; or (b) is Controlled by such Party; or (c) is Controlled by such Party as is referred to in (a), but only whilst such person(s) so Controls or is so Controlled, where **Control** means a person has control of another person if it has the power, directly or indirectly, (whether by means of holding shares, possessing voting power or exercising contractual powers in or over that or any other person) to ensure that its affairs are conducted in accordance with the wishes of the person holding the power. “**Controls**” and “**Controlled**” will be construed accordingly.

Agreement: any Order [,] [and] these Conditions

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

Cancellation Period: the cancellation period set out in the Order.

Commencement Date: [[DATE] OR the Delivery Date].

Conditions: these conditions for equipment hire as amended from time to time.

Customer: the person or firm hiring the Equipment from Ding identified in the Order.

Delivery: the transfer of physical possession of the Equipment to the Customer at the Site.

Delivery Date: the date for delivery of the Equipment as set out in the Order.

Ding: Ding Innovation Limited as identified as the contracting Party in the Order.

Deposit: the deposit amount set out in the Payment Schedule.

Equipment: the items of equipment listed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Initial Rental Period: the initial rental period set out in the Order.

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

Order: the order agreed between the Parties containing details of the Equipment ordered for hire, payment terms and other relevant information as may be amended or added to where agreed between the Parties pursuant to **clauses 3.3 to 3.5**.

Payment Schedule: the sums payable under this Agreement by or on behalf of the Customer and methods of payment as described in the Order.

Rental Payments: the payments made by or on behalf of the Customer for hire of the Equipment as set out in the Payment Schedule.

Rental Period: the period of hire as set out in **clause 5**.

Risk Period, the period during which the Equipment is at the sole of the risk of the Customer, as set out in **clause 8.2**.

Site: the Customer's premises where the Equipment is to be installed as set out in the Order.

Total Loss: due to the Customer's default the Equipment is, in Ding's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 A reference to a **Company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2. Basis of Agreement

- 2.1 The Agreement constitutes the entire agreement between the Parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Ding which is not set out in the Agreement.
- 2.2 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. To the extent that there may be any conflict between the provisions of any Order and these Conditions, the provisions in these Conditions will prevail unless expressly varied by an Order.
- 2.3 Where the Customer has signed this Agreement as either Tenant or under Tied House conditions which may impose obligations on its authority to contract with respect to installations of Equipment on the Premises, it warrants that it has referred the installation to its Landlord and has approval to install the Equipment on terms herein set-out.

3. Creation of Orders

- 3.1 Orders, including any initial calculations generated using the Ding website calculator quotations and contained in any Order, approved by Ding and sent to the Customer are an offer to enter into the Agreement with the Customer. Orders are valid for 30 Business Days as from the date they are sent to the Customer. Signature of the Order by an authorized signatory of the Customer and receipt of the signed Order by Dempa equates to the booking of the Equipment hire to be provided by or on behalf of Dempa.
- 3.2 Once the Work Order has been signed by the Customer and received by Ding, the Agreement has been created, and except where there is written and signed amendment by the Parties pursuant to **clause 3.4** below, no cancellation after the Cancellation Period or modification will be accepted, and the price will be due.
- 3.3 If at any time during the term of the Agreement, the Parties agree that a separate Order is required or amendments are required to the Order, the Parties may create a separate Order following the same provisions set out in **clauses 3.1** and **3.2** above or amend the existing Order following the procedure set out in **clause 3.4** below. Such additional or amended Order will follow the same structure and format as the original Order.
- 3.4 If, following the execution and delivery of any Order, the Customer requests any change to the Equipment

set out in such Order which Ding considers to be material the Customer will promptly notify Ding with details of the amendments required. If such amendments are agreed by Ding, the Parties will complete a written amendment to such Work Order and the amended Order will be signed by authorised signatories of each Party. Ding will not be obliged to perform any element of the Equipment hire materially different to those described in any existing and agreed Order unless an amendment to such Order has been executed as described in this **clause 3.4**.

- 3.5 Notwithstanding **clause 3.4** above, Ding will have the right to make any changes to the Order which are necessary to comply with any applicable law or safety requirement or required following any Site inspection made by Dempa prior to delivery and installation, and Ding will notify the Customer in any such event.

4. Equipment Hire

- 4.1 Ding shall hire the Equipment to the Customer for use at the Site(s) subject to the terms and conditions of this Agreement.
- 4.2 Ding shall not, other than in the exercise of its rights under this Agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.

5. Rental Period

The Rental Period starts on the Commencement Date and shall continue for the Initial Rental Period and then shall automatically renew for successive 12 monthly periods (starting from the end of Initial Rental Period or relevant 12 month renewal period) unless: (i) either Party serves written notice to terminate the Agreement within 2 months prior to the end of the Initial Rental Period or any subsequent 12 month renewal period as relevant; or, this Agreement is terminated earlier in accordance with its terms.

6. Rental Payments and Deposit

- 6.1 The Customer shall pay the Rental Payments to Ding in accordance with the Payment Schedule.
- 6.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 6.3 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.4 If the Customer fails to make a payment due to Company under this Agreement by the due date, then, without limiting Ding's remedies under **clause 123**, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.5 The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Equipment. The Customer shall pay the Deposit to Ding in accordance with the Payment Schedule. If the Customer fails without due cause to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Equipment (in whole or in part), Ding shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to Ding, any sums deducted from the Deposit within ten Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within ten Business Days of the end of the Rental Period.

7. Delivery, installation and reconnections

- 7.1 Delivery of the Equipment shall be made by Dempa Operations on behalf of Ding. Ding shall use all reasonable endeavours to undertake Delivery by the Delivery Date. Risk shall transfer in accordance with **clause 8** of this Agreement.

- 7.2 Dempa shall install the Equipment at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Dempa, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 7.3 Following installation of the Equipment at the Site, if the Customer requires any additional reconnections of the Equipment during the Rental Term it will notify Ding with details of the number of reconnections required and provide Ding no less than 7 Working Days notice to arrange a Site visit. An authorised representative of Ding shall attend the Customer's Site on a date and time as agreed with the Customer and shall make the required reconnections subject to the payment of the reconnection charges by the Customer to Ding, as set out in the Order.
- 7.4 To facilitate Delivery, installation and any reconnections, the Customer shall provide all requisite facilities, access and suitable working conditions to enable Delivery, installation or reconnections to be carried out safely and expeditiously including the facilities, access and working conditions specified in the Order.

8. Title, risk and insurance

- 8.1 The Equipment and all Intellectual Property Rights comprised in or relating to the Equipment shall at all times remain the property of Ding (or its Affiliates), and the Customer shall have no right, title or interest in or to the Equipment or the Intellectual Property Rights comprised in or relating to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement).
- 8.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to Ding. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Ding may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Ding may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - (c) Insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Dempa may from time to time consider reasonably necessary to advise the Customer.
- 8.3 All insurance policies procured by the Customer shall, if required by Ding, be endorsed to provide Ding with at least twenty Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on Ding's request name Ding on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 8.4 The Customer shall give immediate written notice to Ding, in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

9. Customer's responsibilities

9.1 The Customer shall during the term of this Agreement:

- (a) ensure that the Equipment is kept and operated in a suitable environment, which shall as a minimum meet the requirements set out in the Order, used only for the purposes for which it is designed, and operated in a proper manner by competent staff in accordance with any operating instructions provided by Ding;
- (b) take such steps (including compliance with all safety and usage instructions provided by Ding) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used or maintained by a person at work;
- (c) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted);
- (d) make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of Ding. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Ding immediately on installation;
- (e) keep Ding fully informed of all material matters relating to the Equipment;
- (f) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Ding's prior written consent;
- (g) permit Ding or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (h) not, without the prior written consent of Ding, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (i) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify Ding and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Ding on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (j) not use the Equipment for any unlawful purpose;
- (k) ensure that at all times the Equipment remains identifiable as being Ding's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (l) deliver up the Equipment at the end of the Rental Period or on earlier termination of this Agreement at such address as Ding requires, or if necessary allow Ding or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (m) not do or permit to be done anything which could invalidate the insurances referred to in **clause 8**.

9.2 The Customer acknowledges that Ding shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify Ding or its Affiliates in full against all liabilities, costs, expenses, damages and losses

(including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Ding or any of its Affiliates arising out of, or in connection with any failure by the Customer to comply with the terms of this Agreement.

10. Warranty

- 10.1 Dempa warrants that the Equipment shall substantially conform to its specification (as made available by Dempa or set out in the Order), be of satisfactory quality and fit for any purpose held out by Ding. Ding shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment, provided that:
- (a) the Customer notifies Ding of any defect in writing within ten Business Days of the defect occurring or of becoming aware of the defect;
 - (b) Ding is permitted to make a full examination of the alleged defect;
 - (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Ding's authorised personnel;
 - (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
 - (e) the defect is directly attributable to defective material, workmanship or design.
- 10.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Ding, the Customer shall be entitled only to such warranty or other benefit as Ding has received from the manufacturer.
- 10.3 If Ding fails to remedy any material defect in the Equipment in accordance with **clause 10.1**, Ding shall, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement and, if relevant, return any Deposit (or any part of it).

11. Limitation of liability

- 11.1 The restrictions on liability in this **clause 11** apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in this Agreement limits any liability which cannot legally be limited including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 7 of the Supply of Goods and Services Act **OR** section 8 of the Supply of Goods (Implied Terms) Act 1973;
 - (d) any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 11.3 Subject to **clause 11.2**, Ding's total liability to the Customer shall not exceed the total of payments

received from the Customer during the preceding 2 year period prior to the date of the relevant claim.

11.4 Subject to **clause 11.2**, Ding shall not be liable under this Agreement for any:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

11.5 Subject to **clause 11.2**, all implied terms and conditions as to the quality or performance of the Equipment under this Agreement are, to the fullest extent permitted by law, excluded from this Agreement.

12. Termination

12.1 Without affecting any other right or remedy available to it, Ding may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the Customer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (f) the Customer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (h) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer (being a company);
- (i) the holder of a qualifying floating charge over the assets of the Customer (being a company) has

become entitled to appoint or has appointed an administrative receiver;

- (j) a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
- (k) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.2 Without affecting any other right or remedy available to it, the Customer may terminate the Agreement at any point during the Cancellation Period following seven days notice in writing to Ding. Provided that a Total Loss has not occurred in relation to the Equipment, Ding shall return the Deposit to the Customer within 30 days following collection of the Equipment from the Customer.

12.3 This Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

13. Consequences of termination

13.1 On termination of this Agreement, however caused:

- (a) Ding's consent to the Customer's possession of the Equipment shall terminate;
- (b) Ding may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
- (c) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Ding on demand:
 - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to **clause 6.4**; and
 - (ii) any costs and expenses incurred by Ding in recovering the Equipment or in collecting any sums due under this Agreement.

13.2 On termination of this Agreement pursuant to **clause 12.1**, any other repudiation of this Agreement by the Customer which is accepted by Dempa or pursuant to **clause 12.3**, without prejudice to any other rights or remedies of Ding, the Customer shall pay to Ding on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Agreement had continued from the date of such demand to the end of the Initial Rental Period.

13.3 The sums payable pursuant to **clause 13.2** shall be agreed compensation for Ding's loss and shall be payable in addition to the sums payable pursuant to **clause 13.1(c)**. Such sums may be partly or wholly recovered from any Deposit.

13.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

13.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14. Force majeure

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or

causes beyond its reasonable control. 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 **OR** the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for **3** months, the Party not affected may terminate this Agreement by giving seven days' written notice to the affected Party.

15. Confidential information

- 15.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by **clause 15.2**.
- 15.2 Each party may disclose the other Party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with **clause 15.2**; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

16. Assignment and other dealings

This Agreement is personal to the Parties (which includes, in the case of Ding, any Affiliate of Ding) and neither Party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior consent of the other Party.

17. Entire agreement

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) in accordance with the terms of this Agreement.

19. No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

20. Further assurance

At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

21. Third party rights

- 21.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 21.2 The rights of the Parties to rescind or vary this agreement are not subject to the consent of any other person.

22. Notices

- 22.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the address specified in the Order.
- 22.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. Severance

- 25.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 25.2 If any provision or part-provision of this agreement is deemed deleted under **clause 25.1** the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. Governing law

This Agreement 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 and construed in accordance with the law of England and Wales.

27. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have non-exclusive] jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.