

DRN Engineering Limited Terms and Conditions of Purchase

1. Interpretation

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

1.1 Definitions:

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 2.2.

Conditions: the terms and conditions of this document agreement, including the schedule as amended from time to time in accordance with clause 18.9.

Contract: each specific Order which is accepted, and which comprises of both the Order and these Conditions.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.

Customer Materials: has the meaning set out in clause 5.3(i).

Deliverables: all documents, products, designs, software, reports, specifications, plans and other materials or items of any kind (including drafts) developed, provided or to be provided by or on behalf of the Supplier as part of or in relation to the Services

Delivery Date: the date specified in the Order, or such other date as the parties may agree in writing.

Delivery Location: the address for delivery of the Goods as set out in the Order.

DRN: D.R.N. Engineering Limited 2 Trojan Court, Laporte Way, Luton, Beds LU4 8RN (registered in England and Wales with company number 01672231).

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by DRN and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Mandatory Policies: DRN's business policies listed in Schedule 1 and which are available on DRN's website, as amended by notification to the Supplier from time to time.

Order: DRN's order for the supply of Goods and/or Services, as set out in DRN's purchase order form which is subsequently accepted by the Supplier pursuant to Clause 2

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by DRN and the Supplier.

Supplier: the person of firm who supplies Goods and/ or Services to DRN.

1.1 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

2.1 The Order constitutes an offer by DRN to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing.

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

2.6 If there is an inconsistency, conflict or ambiguity between any of the provisions of:

- (a) the Order
- (b) the Conditions
- (c) the Mandatory Policies

a term contained in a document higher in the list above will have priority over a conflicting term contained in a document lower in the list.

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods:

- (a) correspond with their description and any applicable Goods Specification;
- (b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by DRN, expressly or by implication, and in this respect DRN relies on the Supplier's skill and judgement;
- (c) do not comprise of or include any counterfeit components;
- (d) where they are manufactured products, are free from defects in design, material and workmanship and shall remain so for 12 months after delivery; and
- (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods

3.2 The Supplier shall ensure that it has and at all times maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 Upon giving reasonable notice, DRN may during Business Hours inspect and test the Goods before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing DRN considers that the Goods do not comply or are unlikely to comply with DRN's undertakings at clause 3.1, DRN shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 DRN may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Supplier requires DRN to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) on the Delivery Date;
- (b) at the Delivery Location; and
- (c) during Business Hours or as instructed by DRN.

4.3 Delivery of the Goods is completed on the completion of unloading of the Goods at the Delivery Location and time shall be of the essence in relation to the Delivery Date.

4.4 If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, DRN may reject the Goods; or
- (b) delivers more than 105% of the quantity of Goods ordered, DRN may reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and DRN accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without DRN's prior written consent. If delivery of the Goods by instalments is agreed, the Supplier shall invoice and DRN shall pay each instalment separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle DRN to the remedies set out in clause 7.1.

4.6 Title and risk in the Goods shall pass to DRN on completion of delivery.

5. Supply of Services

5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to DRN in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that DRN notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with DRN in all matters relating to the Services, and comply with all instructions of DRN;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that DRN expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to DRN, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of DRN's premises;
- (i) acknowledge that all materials, equipment and tools, drawings, specifications and data supplied by DRN to the Supplier (**Customer Materials**) are and shall remain the exclusive property of DRN and shall hold such Customer Materials in safe custody at its own risk, maintain the Customer Materials in good

condition until returned to DRN, and not dispose of or use the Customer Materials other than in accordance with DRN's written instructions or authorisation;

- (j) not do or omit to do anything which may cause DRN to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that DRN may rely or act on the Services; and
- (k) comply with any additional obligations as set out in the Service Specification; and
- (l) ensure that none of the Services, including the Deliverables, comprise or include any counterfeit components.

6. Inspection and Tests:

- 6.1** Upon giving reasonable notice, DRN may during Business Hours inspect the premises where the Goods are manufactured or the Services are performed. In case inspection takes place in the Supplier's premises or in its subcontractor's, the Supplier shall provide to DRN safety and protective clothing, as required, including but not limited to safety boots, hard hats, goggles and gloves.
- 6.2** The inspection and its results shall not relieve the Supplier of the responsibility to perform the Services in such a manner which conforms to the Goods Specification and/or Service Specification, nor shall it relieve the Supplier of the responsibility to provide its own quality control and in-house specification of the Goods and/or Services. Test reports, if required, shall be submitted by the Supplier to DRN at the time of inspection.
- 6.3** The costs of the inspection and testing of the Goods and/or Services are deemed to be included in the Order. Any and all extra costs of DRN attributable to additional inspections due to the Supplier's failure under the Order will be borne by the Supplier.

7. Customer remedies

- 7.1** If the Supplier fails to deliver the Goods on the Delivery Date or to perform the Services by the applicable date, DRN shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by DRN in obtaining substitute goods or services from a third party;
 - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
 - (e) to claim damages for any additional costs, loss or expenses incurred by DRN which are in any way attributable to the Supplier's failure to meet such dates.
- 7.2** If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, DRN shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by DRN in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by DRN arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

7.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, DRN shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by DRN in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by DRN arising from the Supplier's failure to comply with clause 5.3(d).

7.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

7.5 DRN's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

8. Customer's obligations

8.1 DRN shall:

- (a) provide the Supplier with reasonable access at reasonable times to DRN's premises for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request and

9. Charges and payment

9.1 The price for the Goods:

- (a) is the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
- (b) includes the costs of packaging, insurance, carriage and delivery of the Goods. No extra charges shall be effective unless agreed in writing and signed by DRN.

- 9.2** The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by DRN, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.3** The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow DRN to inspect such records at all reasonable times on request.
- 9.4** In respect of the Goods, the Supplier shall invoice DRN on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice DRN on completion of the Services. Each invoice shall include such supporting information required by DRN to verify the accuracy of the invoice, including the Supplier's VAT registration number and the relevant purchase order number.
- 9.5** DRN shall pay the invoiced amounts within 60 days of the end of the month of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier unless otherwise agreed in writing.
- 9.6** All amounts payable by DRN under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to DRN, DRN shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.
- 9.7** If a party fails to make a payment due to the other party under the Contract by the due date, then the defaulting party 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 **9.7** will accrue each date 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 the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 9.8** DRN may at any time, without notice to the Supplier, set off any liability of the Supplier to DRN against any liability of DRN to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, DRN may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by DRN of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 10. Intellectual property rights**
- 10.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
- 10.2** The Supplier grants to DRN, or shall procure the direct grant to DRN of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 10.3** DRN shall not sub-license, assign or otherwise transfer the rights granted by clause **10.2**.

10.4 DRN grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any Customer Materials for the term of the Contract for the purpose of providing the Services to DRN.

10.5 The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of DRN.

11. Indemnity

11.1 The Supplier shall indemnify DRN against all Losses incurred by DRN as a result of:

- (a) any claim that the supply, receipt or use of the Goods or Services (excluding the Customer Materials) infringes the intellectual property rights of any third party;
- (b) any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods or Deliverables, to the extent that the defect is attributable to the acts or omissions of the Supplier;
- (c) any claim by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that the claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier; and
- (d) any claim by DRN or by a third party arising out of or in connection with any of the Goods or Services, including the Deliverables, comprising of or including any counterfeit components.

12. Insurance

During the term of the Contract and for a period of seven years afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to DRN on demand evidence confirming the contractually required level of cover is in place and the receipt for the then current premiums.

13. Compliance with laws and policies

13.1 In performing its obligations under the Contract, the Supplier shall comply with:

- (a) all applicable laws, statutes, regulations and codes from time to time in force; and
- (b) the Mandatory Policies.

13.2 Breach of clause 13.1 shall be deemed a material breach, which is irremediable, under clause 14.3(a).

14. Termination

14.1 Without affecting any other right or remedy available to it, DRN may terminate the Contract:

- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of control of the Supplier; or
 - (ii) the Supplier commits a breach of clause 13.1.
- (b) for convenience by giving the Supplier one month's written notice.

14.2 If DRN wishes to terminate the Contract for convenience, it shall pay the Supplier's reasonable costs up until the date of Termination. Such reasonable costs shall be in full and final settlement of all liabilities of DRN arising out of any termination of this agreement for DRN's convenience pursuant to clause 14.114.1(b).

- 14.3** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty days after being notified in writing to do so;
 - (b) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 14.3(b);
 - (c) the other party suspends or ceases, or threatens to suspend or cease, carrying on business
 - (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

15. Consequences of termination

- 15.1** On termination or expiry of the Contract, the Supplier shall immediately deliver to DRN all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then DRN may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.
- 15.2** Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. Confidentiality

- 16.1** Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2** Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 Neither party may 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 the Contract.

17. Force majeure

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for thirty days, the party not affected may terminate the Contract by giving not less than seven days' written notice to the affected party.

18. General

18.1 Assignment and other dealings.

- (a) DRN may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of DRN.

18.2 Subcontracting. The Supplier may not subcontract any of its rights and obligations under the Contract without the prior written consent of DRN. If DRN consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

18.3 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the email addresses set out in the Orderor, in each case, an address/email address substituted in writing by the party to be served:
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) 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.
- (c) 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.

18.4 Severance. If any provision or part-provision of the Contract 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 the Contract. If any provision of the Contract is deemed deleted under this clause **18.4**, 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.

18.5 Waiver.

- (a) Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 18.6 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.7 Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 18.8 Third party rights.**
- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 18.9 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by DRN or its authorised representative.
- 18.10 Governing law.** 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 and construed in accordance with the law of England and Wales.
- 18.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 Mandatory Policies

The Mandatory Policies are:

- Modern Slavery and Human Trafficking Policy.
- Anti-Bribery and Anti-Corruption Policy.
- Data and Privacy Policy.
- Cyber Security Policy.
- Foreign Object Damage Policy