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## 1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

<b>Affiliate</b>	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
<b>Applicable Law</b>	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
<b>BattLab</b>	means Batt Laboratories Limited, a company incorporated and registered in England and Wales with company number 05367755, whose registered address is at The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, Warwickshire CV4 7EZ;
<b>Bribery Laws</b>	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
<b>Conditions</b>	means BattLab's terms and conditions of supply set out in this document or as amended from time;
<b>Confidential Information</b>	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
<b>Contract</b>	means the agreement between BattLab and the Customer for the supply and purchase of the Services incorporating these Conditions and the Submission Form;

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<b>Control</b>	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;
<b>Customer</b>	means the named party in the Contract which has agreed to purchase the Services from BattLab and whose details are set out in the Submission Form;
<b>Force Majeure</b>	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving BattLab's or its suppliers' workforce, law or governmental order, rule, regulation or direction, epidemic or pandemic but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
<b>Intellectual Property Rights</b>	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; to which the relevant party is or may be entitled, and in whichever part of the world existing;
<b>Material</b>	means the sample, tissue, fluid, swap or other material provided by the Customer to BattLab with each Submission Form;
<b>Modern Slavery Policy</b>	means BattLab's anti-slavery and human trafficking policy in force and notified to the

Customer from time to time;

<b>Submission Form</b>	means the submission form for the Services submitted by the Customer to BattLab in substantially the same form as set out in the Schedule;
<b>Price</b>	has the meaning set out in clause 3.1;
<b>Services</b>	means the analysis set out in the Submission Form and providing the Customer with a report of findings to be performed by BattLab for the Customer in accordance with the Contract; and
<b>VAT</b>	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 a reference to the Contract includes these Conditions, the Submission Form, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes emails unless otherwise stated in these Conditions;
- 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such

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amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;

1.2.11 a reference to legislation includes all subordinate legislation made as at the date of the Contract under that legislation; and

1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

## **2 Application of these Conditions**

2.1 These Conditions apply to and form part of the Contract between BattLab and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's order, confirmation of order, specification or other document shall form part of the Contract except to the extent that BattLab otherwise agrees in writing.

2.3 No variation of these Conditions or to a Submission Form or to the Contract shall be binding unless expressly agreed in writing between authorised representatives of BattLab and the Customer.

2.4 Each Submission Form by the Customer to BattLab shall be an offer to purchase Services subject to the Contract including these Conditions.

2.5 If BattLab is unable to accept a Submission Form, it shall notify the Customer as soon as reasonably practicable.

2.6 The offer constituted by a Submission Form shall remain in effect and be capable of being accepted by BattLab for 2 Business Days from the date on which the Customer submitted the Submission Form, after which time it shall automatically lapse and be withdrawn.

2.7 BattLab may accept or reject a Submission Form at its discretion. A Submission Form shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:

2.7.1 the BattLab's written acceptance of the Submission Form (for the avoidance of doubt acceptance by automated response email is permitted under these Conditions); or

2.7.2 BattLab commencing the analysis or notifying the Customer that they have commenced the analysis (as the case may be).

2.8 Rejection by BattLab of a Submission Form, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.9 BattLab may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.

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2.10 Marketing and other promotional material including online materials relating to the Services are illustrative only and do not form part of the Contract.

### **3 Price**

3.1 The price for the Services shall be calculated in accordance with the BattLab's price list in force from time to time or as agreed in writing between BattLab and the Customer (**Price**). BattLab may make changes to its price list from time to time.

3.2 The Prices are exclusive of:

3.2.1 packaging, postage and delivery which shall be charged in addition to the Price unless otherwise agreed by BattLab in writing;

3.2.2 VAT (or equivalent sales tax);

3.2.3 insurance unless otherwise agreed by BattLab in writing; and

3.2.4 customs, handling, import or export duties and shipping charges.

3.3 The Customer shall pay any applicable VAT to BattLab on receipt of a VAT invoice.

3.4 BattLab may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to BattLab of supplying the relevant Services which exceeds 10% and which is due to any factor beyond the control of BattLab.

### **4 Payment**

4.1 BattLab shall invoice the Customer for the Services, partially or in full, at any time following acceptance of the Submission Form.

4.2 The Customer shall pay all invoices:

4.2.1 in full without deduction (including any deduction as result to the exchange rate or bank charges) or set-off, in cleared funds within 30 days of the date of each invoice;

4.2.2 to the bank account nominated by BattLab; and

4.2.3 in pounds sterling.

4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.3.1 BattLab may, without limiting its other rights, charge interest on such sums at 3% a year above the base rate of Bank of England from time to time in force; the interest shall accrue on a monthly basis, and apply from the due date for payment until actual payment in full, whether before or after judgment; and

4.3.2 suspend the Services.

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## **5 Customer's obligations**

- 5.1 The Customer shall submit to BattLab with each Submission Form the relevant Material the Submission Form relates to and each Submission Form shall clearly indicate which Material such Submission Form relates to.
- 5.2 The Materials shall be packaged appropriately and the Customer shall comply with all Applicable Laws when submitting the Material to BattLab.
- 5.3 The Customer shall complete the Submission Form fully and accurately and attach it safely to the correct Material. BattLab shall be under no obligation to check whether the correct Submission Form has been attached to the correct Material.
- 5.4 The Customer acknowledges and agrees that some Materials are temperature sensitive and unless such Materials are maintained in the correct packaging and at the correct temperature such Materials will be unusable.
- 5.5 The Customer shall inform BattLab in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services or usability of the Materials.
- 5.6 The Customer shall obtain and maintain at its own cost all licences, clearances and other consents under all Applicable Laws that are necessary for the Customer to provide the Materials to BattLab and if applicable BattLab returning the Materials or unused Materials or contaminated Materials to the Customer.

## **6 Performance of Services by BattLab**

- 6.1 The Services shall be deemed performed when the Supplier commences the analysis in respect of the Submission Form.
- 6.2 BattLab may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.3 Time of performance of the Services is not of the essence. BattLab shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.
- 6.4 BattLab shall have no liability to the Customer or any third party, whether in contract, tort or otherwise in relation to the supply of any packaging to the Customer, the manner in which the Materials are packaged or for any consequences of the packaging not being suitable for the Materials or the received Materials being contaminated and unusable.
- 6.5 BattLab shall not be liable for any delay in or failure of performance caused by:
  - 6.5.1 the Materials being unusable or contaminated;
  - 6.5.2 the need to repeat the Services because of the result being inconclusive;
  - 6.5.3 the Customer's failure to provide BattLab with adequate instructions for performance or otherwise relating to the Services;

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- 6.5.4 the Customer's failure to complete the Submission Form fully and accurately and attach it safely to the correct Material;
- 6.5.5 shortage of BattLab's personnel due to circumstances beyond BattLab's control;
- 6.5.6 Force Majeure.
- 6.6 BattLab confirms that the Services shall be performed in accordance with good industry practice.
- 6.7 Except as set out in this clause 6:
  - 6.7.1 BattLab gives no warranties and makes no representations in relation to the Services; and
  - 6.7.2 shall have no liability for their failure to comply with clause 6.7; and
  - 6.7.3 all warranties and conditions (including but not limited to the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## **7 Anti-bribery**

- 7.1 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that all of that party's personnel; all others associated with that party; and all of that party's sub-contractors; involved in performing the Contract so comply.
- 7.2 The Customer shall immediately notify BattLab as soon as it becomes aware of a breach by the Customer of any of the requirements in this clause 7.
- 7.3 Any breach of this clause 7 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle BattLab to immediately terminate the Contract by notice.

## **8 Anti-slavery**

- 8.1 The Customer undertakes, warrants and represents that it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy and it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to BattLab on request at any time throughout the Contract.
- 8.2 The Customer shall notify BattLab immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under clause 8.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- 8.3 Any breach of clause 8.2 by the Customer shall be deemed a material breach of the Contract and shall entitle BattLab to terminate the Contract with immediate effect.

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## **9 Indemnity and insurance**

- 9.1 The Customer shall indemnify, and keep indemnified, BattLab from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by BattLab as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract including without limitation the Customer's obligations under clauses 12.2, 12.4, 12.5 and 12.6.
- 9.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable.

## **10 Limitation of liability**

- 10.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.
- 10.2 BattLab shall have no liability to the Customer or any third party, whether in contract, tort or otherwise in relation to the supply of any packaging to the Customer, the manner in which the Customer has collected, stored, packaged and transported the Materials or for any consequences of the packaging not being suitable for the Materials or the received Materials being contaminated and unusable.
- 10.3 The Customer shall indemnify and hold harmless BattLab from and against all claims and losses arising from such supply, use or keeping, including without limitation claims and losses arising from injury to BattLab's employees and third parties and infringement of third party Intellectual Property Rights.
- 10.4 The Customer acknowledges and agrees that the Materials have no value. Subject to clauses 10.7 and 10.8, BattLab's total liability shall not exceed 10 times the price of the tests in respect of the relevant Submission Form and further tests directly relating to that Submission Form.
- 10.5 Subject to clauses 10.7 and 10.8, BattLab shall not be liable for consequential, indirect or special losses.
- 10.6 Subject to clauses 10.7 and 10.8, BattLab shall not be liable for any of the following (whether direct or indirect) loss of profit; loss or corruption of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill.
- 10.7 The limitations of liability set out in this clause 10 shall not apply in respect of any indemnities given by either party under the Contract.
- 10.8 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 10.8.1 death or personal injury caused by negligence;
- 10.8.2 fraud or fraudulent misrepresentation;



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10.8.3 any other losses which cannot be excluded or limited by Applicable Law;

10.8.4 any losses caused by wilful misconduct.

## **11 Confidentiality and announcements**

11.1 The Customer shall keep confidential all Confidential Information of BattLab and of its Affiliates and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to any information which was in the public domain at the date of the Contract; any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement; any information which is independently developed by the Customer without using information supplied by BattLab; or any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

11.2 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

11.3 The Customer acknowledges and agrees that BattLab maybe under an obligation to inform certain national and local authorities about certain incidents and BattLab performing its duty to inform in those circumstances shall not be seen as a breach of BattLab's duty of confidentiality.

## **12 Intellectual property**

12.1 All Intellectual Property Rights in the Materials shall belong to the Customer.

12.2 All Intellectual Property Rights in reports prepared by BattLab pursuant to these Conditions shall belong to BattLab or as otherwise agreed by BattLab in writing.

12.3 If BattLab or any of its Affiliates, employees or sub-contractors wish to use the findings covered by the reports, such use shall subject to the consent of the Customer (such consent not to be unreasonably withheld or delayed) or as otherwise agreed between the parties.

12.4 All Intellectual Property Rights in BattLab's website and its content without limitation presentations, papers, logos and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from BattLab's website or social media are owned by BattLab or its licensors.

12.5 Nothing in these Conditions grants the Customer or any third party any legal rights in the website, its content and BattLab's social media other than as necessary for the Customer to access it.

12.6 Use of any Intellectual Property Rights in the BattLab's website, its content and the social media shall be strictly prohibited unless BattLab agrees in writing otherwise.

## **13 Processing of personal data**

The parties agree that they will comply with their respective obligations and responsibilities in accordance with data protection laws.

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## **14 Force majeure**

14.1 Where a Force Majeure event occurs or is reasonably likely to occur, a party shall not be liable to the extent that it is delayed in or prevented from performing its obligations under the Contract due to Force Majeure event, and the obligations of the party affected by the Force Majeure event shall be suspended for the duration of the Force Majeure event, provided that the affected party:

14.1.1 promptly notifies the other party of the Force Majeure event and its expected duration;

14.1.2 uses reasonable endeavours to minimise the effects of the event of Force Majeure; and

14.1.3 keeps the other party informed of the status of the event and its impact on the performance of the Contract.

14.2 For the avoidance of doubt where the affected party is delayed in or prevented from performing its obligation under the Contract due to Force Majeure event, where the other party depends on the affected party to perform its obligations under the Contract in order to comply with its own obligations under the Contract, the other party's obligations shall be also suspended if applicable.

14.3 If, due to Force Majeure, a party:

14.3.1 is or is likely to be unable to perform any of its obligations under the Contract; or

14.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period three days;

either party may terminate the Contract on written notice.

## **15 Termination**

15.1 BattLab may terminate the Contract or any Submission Form at any time by giving notice in writing to the Customer if:

15.1.1 the Customer commits a material breach of Contract and such breach is not remediable;

15.1.2 the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 5 days of the date of the written notice of such breach;

15.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after BattLab has given notification that the payment is overdue; or

15.1.4 any consent, licence or authorisation held by the Customer or BattLab is revoked or modified such that the Customer or BattLab is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

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- 15.2 Either party may terminate the Contract at any time by giving notice in writing to the other party if the other party:
- 15.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
  - 15.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the party reasonably believes that to be the case;
  - 15.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
  - 15.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
  - 15.2.5 has a resolution passed for its winding up;
  - 15.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
  - 15.2.7 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - 15.2.8 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
  - 15.2.9 has a freezing order made against it;
  - 15.2.10 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
  - 15.2.11 is declared bankrupt or enters into or makes an arrangement or composition with or for the benefit of its creditors or has a court administration order made against it under the County Courts Act 1984;
  - 15.2.12 is subject to any events or circumstances analogous to those in clauses 15.2.1 to 15.2.11 in any jurisdiction.
- 15.3 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of BattLab at any time up to the date of termination.
- 15.4 BattLab may use any unused Material subject to an approval of the Customer (such approval not to be unreasonably withheld or delayed) or use any unused Material in accordance with the Royal College of Veterinary Surgeons code of conduct or guidance or as otherwise permitted under the Applicable Laws.
- 15.5 Subject to clause 15.4, any unused or contaminated Material shall be either returned to the Customer at the Customer's cost or destroyed under an appropriate protocol at the Customer's cost, at the discretion of BattLab.

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## **16 Notices**

- 16.1 Any notice given by a party under these Conditions shall be in writing and in English; be signed by, or on behalf of, the party giving it (except for notices sent by email); and be sent to the relevant party at the address set out in the Contract.
- 16.2 Notices may be given, and are deemed received:
- 16.2.1 by hand: on receipt of a signature at the time of delivery;
- 16.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- 16.2.3 by Royal Mail International tracked and signed or courier tracked and signed post: at 9.00 am on the fifth Business Day after posting; and
- 16.2.4 by email: on receipt of a delivery email from the correct address.
- 16.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 16.1 and shall be effective on the date specified in the notice as being the date of such change; or if no date is so specified, five Business Days after the notice is deemed to be received.
- 16.4 All references to time are to the local time at the place of deemed receipt.
- 16.5 This clause does not apply to notices given in legal proceedings or arbitration.

## **17 Cumulative remedies**

The rights and remedies provided in the Contract for BattLab only are cumulative and not exclusive of any rights and remedies provided by law.

## **18 Entire agreement**

- 18.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 18.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 18.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

## **19 Miscellaneous**

- 19.1 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

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- 19.2 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without BattLab's prior written consent.
- 19.3 BattLab may perform any of its obligations under the Contract through any Affiliate or its subcontractor.
- 19.4 BattLab shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which BattLab has with the Customer.
- 19.5 The Customer shall pay all sums that it owes to BattLab under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 19.6 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 19.7 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 19.8 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 19.9 No failure, delay or omission by BattLab in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 19.10 No single or partial exercise of any right, power or remedy provided by law or under the Contract by BattLab shall prevent any future exercise of it or the exercise of any other right, power or remedy by BattLab.
- 19.11 The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
- 19.12 Except as expressly provided for in clause 19.13, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 19.13 Any Affiliate of BattLab shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

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**20 Governing law and jurisdiction**

- 20.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 20.2 Subject to clause 20.3, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Conditions or the Contract, its subject matter or formation (including non-contractual disputes or claims).
- 20.3 BattLab may issue proceedings against the Customer in the location where the Customer is based to the extent permitted by the law applicable in that jurisdiction.

**Schedule**

**Submission Form**