

MTC TERMS AND CONDITIONS OF PURCHASE (v3)

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions (“**Conditions**”):

“**Affiliate**” means, in relation to any person, any subsidiary or holding company of that person and any subsidiary of any holding company of that person (“subsidiary” and “holding company” having the meanings set out in the Companies Act 2006)

“**Applicable Incoterm**” means DDP (Incoterms 2020) or, different, the Incoterm specified in the Special Conditions

“**Business Hours**” means the hours of 9am to 5pm on Monday to Thursday, excluding any day which is a public holiday in England and Wales

“**Contract**” means the contract between MTC and the Supplier for the supply of Goods and/or Services

“**Background IP**” means any IP, other than Foreground IP, which is owned by or licensed to the Supplier or MTC

“**Confidential Information**” means information disclosed in connection with the Contract by a Party or its Affiliates to the other Party which is either disclosed in writing and marked as confidential or which the reasonable person would recognise as confidential in nature

“**Correction**” means any reperfomed Services, corrected Service Outputs and/or repaired or replacement Goods as are supplied or required to be supplied by the Supplier to MTC pursuant to clause 7 and “**Correct**” and “**Corrected**” shall be interpreted accordingly

“**Customer**” a customer of MTC who will own or use Deliverables with the consent of MTC

“**Defective**” means the Services or Deliverables do not comply with these Conditions and “**Defect**” shall be interpreted accordingly

“**Deliverables**” means the Goods and/or Service Outputs

“**Delivery Dates**” the dates for delivery of the Goods and/or performance of the Services, as set out in the Order or Special Conditions or otherwise agreed in writing between the Parties

“**Delivery Location**” means the MTC’s address at Ansty Park, Pilot Way, Coventry or such alternative address as is specified for delivery in the Special Conditions

“**Disclosing Party**” means a Party disclosing Confidential Information

“**Foreground IP**” means the IP arising from the performance of the Contract by the Supplier or its Representatives

“**Goods**” means the goods to be supplied by the Supplier to MTC, as specified in the Order, including any software or Prototype unless they are expressly excluded.

“**Insolvency Event**” means any step or action in connection with a party’s administration, liquidation, winding up, composition or arrangement with creditors (other than for the purpose of solvent restructuring) or cessation or business, including the issue of any resolution or court order issued or application made in relation thereto

“**Intellectual Property**” or “**IP**” means patents, registered designs, trademarks, design rights, copyright, database rights and all other similar or equivalent rights subsisting in inventions, designs, drawings, software or information, including rights in know-how and trade secrets

“**Laws**” means all statutes, regulations, rules, codes of practice and other sources of law that have binding effect or are typically complied with by the persons to whom they apply, including those relating to export control, health and safety, the environment, data protection, anti-bribery and corruption and the restriction of chemicals

“**Losses**” means all liabilities, damages, losses, costs, fines and expenses

“**MTC**” means the member of the MTC Group that placed the Order

“**MTC Group**” means The Manufacturing Technology Centre Limited and each of its Affiliates from time to time

“**MTC Materials**” means any materials, equipment and tools, drawings, specifications and data supplied by MTC to the Supplier for use in connection with the Contract

“**Order**” means an order by a member of the MTC Group, as set out in a purchase order or other document that incorporates these Conditions by reference

“**Parties**” means MTC and the Supplier, each of them being a “**Party**”

“**Prototypes**” any article or software designed, developed or manufactured by the Supplier in connection with the Services that is designated in the Specification as a preliminary version, prototypes, test piece or samples

“**Receiving Party**” means a Party receiving information from the Disclosing Party in connection with the Contract

“Representatives” means a Party’s employees, officers and professional advisors and i) in the case of MTC, its Affiliates and their employees and officers and its and its Affiliates suppliers and Customers; or iii) in the case of the Supplier, any subcontractor to whom it is permitted by these Conditions to subcontract the performance of the Contract

“Services” means the services to be performed by the Supplier, as specified in the Specification

“Service Outputs” means the results of the Services that the Supplier supplies or is required to supply to MTC, including any such results that are hardware, software, documents, information, drawings or designs;

“Special Conditions” means any terms and conditions that are set out in the Order or in a signed document containing the Order number and stated to contain terms applicable in addition to these Conditions

“Specification” means the written description of the Goods and/or Services set out or referenced in the Order or Special Conditions or, if there is none, the written description published by the Supplier or provided to MTC

“Supplier” means the person to whom an Order is addressed

“Supplier Personnel” means any natural person employed or otherwise engaged by the Supplier who performs the Services on the Supplier’s behalf

“Warranty Period” means the period expiring 12 months from completion of delivery of the Goods, or such other period as is specified in the Special Conditions.

1.2 In these Conditions unless the context otherwise requires any reference to:

1.2.1 "include", "includes", "including" or similar terms will not be construed as exclusive or limiting examples of the matters in question and will mean "including, without limitation";

1.2.2 a "person" includes any individual, partnership, consortium, joint venture, trust, company, corporation, government, state, agency, committee, department, authority and other bodies, corporate or unincorporated whether having distinct legal

1.2.3 a provision of any Law is a reference to that provision as extended, applied or amended and includes any subordinate legislation;

1.2.4 words imparting the singular include the plural and vice versa;

1.2.5 unless the context otherwise requires, a reference to one gender will include a reference to the other genders; and

1.2.6 "days" is a reference to calendar days.

2. BASIS OF CONTRACT

2.1 The Order is an offer by MTC to purchase the Goods and/or Services from the Supplier on these Conditions.

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

2.2.1 the Supplier issuing written acceptance of the Order; and

2.2.2 any act by the Supplier consistent with fulfilling the Order, at which point the Contract will come into existence.

2.3 The following terms shall apply to the Contract, in the following order of precedence, to the exclusion of any terms that the Supplier seeks to impose or incorporate or which might be implied by law, trade custom, practice or course of dealing:

2.3.1 the Special Conditions; and

2.3.2 these Conditions.

2.4 These Conditions apply to both Goods and Services unless otherwise expressly stated.

3. OBLIGATIONS RELATING TO THE SUPPLY OF GOODS AND/OR SERVICES

3.1 The Supplier shall ensure that the Goods and/or Service Outputs comply with the requirements of these Conditions and correspond with the Specification.

4. OBLIGATIONS RELATING TO THE SUPPLY OF GOODS

4.1 The Supplier shall ensure that the Goods:

4.1.1 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and be fit for any purpose held out by the Supplier or made known to MTC; and

4.1.2 are free from defects in design or workmanship during the Warranty Period.

provided that the foregoing obligation shall not apply to any Goods that are Prototypes or software code (but shall apply to any hardware on which software is installed).

4.2 The Supplier shall ensure that any software supplied under the Contract is free from any virus or malicious code.

4.3 The Supplier shall ensure that the Goods are packed and secured to enable them to reach their destination in good condition and labelled to enable them to be readily identified.

4.4 Each delivery of Goods is accompanied by a delivery note that specifies:

4.4.1 the date;

- 4.4.2 the Order number (as set out in the purchase order);
- 4.4.3 the country of origin of the Goods and the dispatch address;
- 4.4.4 the type and quantity of Goods being delivered; and
- 4.4.5 if Goods are being delivered in instalments, the outstanding balance of any Goods remaining to be delivered.
- 4.5 The Supplier shall deliver the Goods:
 - 4.5.1 on the Delivery Date(s);
 - 4.5.2 to the Delivery Location in accordance with the Applicable Incoterm; and
 - 4.5.3 during Business Hours, unless otherwise agreed in writing by MTC.
- 4.6 Delivery of the Goods shall, unless otherwise specified in the Special Conditions, whether by reference to an Alternative Incoterm or otherwise, be complete on completion of unloading at the Delivery Location.
- 4.7 Title to the Goods shall pass to MTC on the sooner of completion of delivery in accordance with clause 4.6 and payment by MTC of the price of the Goods. Title shall to Goods shall pass to MTC with full title guarantee and the Goods shall be free from encumbrances.
- 4.8 Risk in the Goods shall pass to MTC on completion of delivery in accordance with clause 4.6.
- 4.9 Delivery shall not be in instalments unless expressly permitted by the Special Conditions.
- 4.10 Delivery of any software to be supplied by the Supplier under the Contract shall be on the date and by the means specified in the Special Conditions or otherwise agreed in writing by the Parties.

5. OBLIGATION RELATING TO THE SUPPLY OF SERVICES

- 5.1 The Supplier shall:
 - 5.1.1 provide the Services with the best care, skill and diligence, in accordance with best practice in the Supplier's industry, profession or trade; and
 - 5.1.2 ensure that the Services and any Service Outputs and/or Prototypes conform to the Specification.
- 5.2 In supplying the Services, the Supplier shall:
 - 5.2.1 cooperate with MTC in all matters;
 - 5.2.2 use Supplier Personnel who are suitably skilled and experienced and sufficient in number;
 - 5.2.3 ensure that the Supplier Personnel observe all health and safety rules, security requirements and other policies and procedures that apply at any of MTC's premises where Services are performed;
 - 5.2.4 meet any Delivery Dates for the Services (and time shall be of the essence in relation to such dates);
 - 5.2.5 hold all MTC Materials in safe custody at its risk, maintain them in good condition (fair wear and tear excepted) until returned to MTC (unless damage is an inevitable result of the Services) and not dispose of them other than in accordance with MTC's written instructions;
 - 5.2.6 not do, or unreasonably omit to so, anything which may cause MTC to lose any licence, consent, authority or permission required for its business; and
 - 5.2.7 ensure that it removes from MTC's premises, at its own cost, any waste generated as a result of the Services or, where such removal is not reasonably practicable, use all reasonable endeavours to ensure that any such waste is minimised.

6. PERSONNEL

- 6.1 If, as a result of the termination or expiry of the Contract (in whole or in part), the Supplier's contract of employment or engagement with any Supplier Personnel has, or is alleged to have, effect, pursuant to applicable Law, as if originally made between such Supplier Personnel and MTC or any of its Representatives, then the Supplier shall indemnify MTC and its Representatives against all Losses suffered or incurred by it or them as a result of any such employment or engagement or the termination thereof.
- 6.2 Neither Party shall, during the term of the Contract and for a period of six months after its termination or expiry, directly entice away any employee of other Party without that Party's prior written consent, provided that nothing shall prevent a party from employing a person who has responded to a bona fide published recruitment advertisement without any additional inducement or encouragement.

7. REMEDIES

- 7.1 If the Services and/or or Deliverables are Defective then MTC, may without limiting its other rights and remedies and whether it has accepted or acquired title to any Defective Deliverables:
 - 7.1.1 terminate the Contract on immediate written notice to the Supplier; and
 - 7.1.2 reject the Defective Services and/or Deliverables in whole or in part and:
 - a) require the Supplier to collect the Defective Goods or return the Defective Goods to the Supplier, in either case at the Supplier's expense and risk; and
 - b) receive a refund of the price for the rejected Services and/or Deliverables; or
 - c) require the Supplier promptly to Correct the Defects.

7.2 These Conditions apply to any Corrections. If any Defective Goods were subject to the requirements of clause 4.1, the Corrected Goods shall remain subject to those requirements for the remainder of the original Warranty Period, extended by a period of time equivalent to the period between the date of MTC's written notice of the Defect and the delivery to MTC of Corrected Goods.

8. AUDIT AND INSPECTION

8.1 MTC may, reasonable prior written notice to the Supplier, inspect, or nominate a Representative, a regulatory body or an independent third party to inspect:

8.1.1 the Supplier's premises where any work related to the Contract is, was or will be carried out;

8.1.2 any processes, systems, equipment or materials used or to be used in connection with the provision of the Goods and/or Services; and

8.1.3 any financial information of the Supplier related to the Contract, including details of its calculation of the charges for the Services and MTC or its representative shall be entitled to take copies thereof.

8.2 If any such inspection reveals any breach of likely breach of the Contract, the Supplier will, at MTC's written request, produce a remediation plan for MTC's approval. If, acting reasonably, MTC does not approve such remediation plan, it may terminate the Contract on written notice to the Supplier.

8.3 MTC may inspect and test the Deliverables any time before delivery, and the Supplier shall implement any remedial action reasonably required by MTC. Such inspection or testing shall not relieve the Supplier of any obligations under the Contract.

9. CHARGES AND PAYMENT

9.1 The price for the Goods:

9.1.1 shall be the price set out in the Special Conditions; and

9.1.2 shall be inclusive of the costs of packaging, insurance and carriage, with no extra charges being effective unless agreed by MTC in signed writing.

9.2 The charges for the Services shall be set out in or calculated in accordance with the Special Conditions and shall be full and exclusive remuneration of the Supplier in respect of the Services, inclusive of every cost and expenses of the Supplier in connection with the Services unless otherwise agreed by MTC in signed writing.

9.3 Where the price for the Services is calculated on a time and materials basis, the Supplier shall keep complete and accurate records of its calculations and make these available pursuant to clause 8.

9.4 The Supplier may invoice MTC:

9.4.1 for the price of the Goods, on or after completion of Delivery; and/or

9.4.2 for the price of the Services, on completion of the Services or, if different, in the instalments and at the times set out in the Special Conditions.

9.5 Each invoice must be sent to MTC's invoicing address (Accounts.Payable@the-mtc.org) and include such supporting information as is required by MTC to verify the accuracy of the invoice, including the purchase order number. Invoices for Services for which the price is calculated on a time and materials basis shall include details of the calculation of the price.

9.6 MTC shall pay the correctly invoiced amounts in pounds sterling (GBP) (unless an alternative currency is specified in the Special Conditions):

9.6.1 within 45 days of receipt of the invoice; or

9.6.2 If the Supplier has fewer than 50 employees, within 30 days of the receipt of the invoice.

9.7 All amounts payable by MTC under the Contract are exclusive of value added tax chargeable from time to time ("VAT"). Customer shall, on receipt of a valid VAT invoice, pay any additional amounts in respect of VAT, at the same time as payment is due for the price of the Goods and/or charges for the Services.

9.8 If MTC fails to make a payment due under these Conditions by the due date, it shall pay interest on the overdue sum, whether before or after judgment, accruing each day at 2% per annum above the Bank of England base rate from time to time, provided that MTC shall not be obliged to pay interest in respect of any overdue sum that MTC disputes in good faith, provided it has notified the Supplier of the dispute and acted reasonably.

9.9 MTC may, without limiting its other rights and remedies, set off any liability of the Supplier to MTC against any liability of MTC to the Supplier, whether present or future, liquidated or unliquidated and whether or not arising under the Contract.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Foreground IP shall be owned by MTC. The Supplier hereby assigns, and will cause its Representatives to assign, the Foreground IP to MTC with full title guarantee and free from encumbrances, with effect from the date they arise. The Supplier will take, and procure that its Representatives take, such steps as are reasonably required by MTC to confirm the foregoing assignment or protect or register the Foreground IP.

10.2 The Supplier hereby grants to MTC a non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable, transferrable, worldwide licence to use the Supplier's Background IP for the purpose of using and/or modifying the Foreground IP and/or Service Outputs.

10.3 MTC hereby grants to the Supplier a non-exclusive, royalty-free, non-transferrable licence to use, for the performance of the Services, the Foreground IP and any Background IP supplied by MTC for such purpose. The Supplier may not sublicense the foregoing licence without the prior written consent of MTC.

11. CONFIDENTIALITY

11.1 The Receiving Party shall treat the Disclosing Party's Confidential Information with the same care as it treats its own information but with not less than a reasonable degree of care.

11.2 The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than the carrying out of its obligations under the Contract or exercising its rights under the Contract (including the licences of clause 10) (the "**Purpose**").

11.3 The Receiving Party shall not disclose the Disclosing Party's Confidential Information except to its Representatives who require the same for the Purpose. The Receiving Party shall be liable for acts or omissions of its Representatives in relation to the Confidential Information, as though it were its own acts or omissions.

11.4 The undertaking in Clause 11.2 and 11.3 above shall not apply to information:

11.4.1 that is in or enters the public domain other than through breach of these Conditions;

11.4.2 which a Party can demonstrate was known to it at the time of disclosure or subsequently independently developed by it without use of the Receiving's Party's Confidential Information;

11.4.3 lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality to the Disclosing Party; or

11.4.4 is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, provided that the Receiving Party shall, to the extent permitted by law, notify the Disclosing Party promptly of any such requirement and cooperate with the Disclosing Party to minimise or manage the disclosure.

11.5 The Receiving Party may disclose Information that constitutes or is protected by IP licensed by the Disclosing Party to the Receiving Party, to any person to whom the Receiving Party is permitted by Conditions to sublicense the use of such IP.

11.6 Upon the termination or expiry of the Contract, the Receiving Party shall delete or return to the Disclosing Party any Confidential Information received by it.

12. COMPLIANCE WITH LAWS

12.1 The Supplier shall:

12.1.1 comply and ensure that the Deliverables comply, with all applicable Law;

12.1.2 ensure that it has and maintains all the licences, permissions, authorisations and consents it needs to supply the Goods and/or Services;

12.1.3 not export any MTC Materials that have been notified by MTC to the Supplier as being subject to export control Law; and

12.1.4 not use or supply in connection with the Contract any military original goods, technology or software.

12.2 Before commencing the Services and/or delivering the Deliverables the Supplier will notify MTC in writing:

12.2.1 of any restrictions, deriving from applicable Law, on the use of the Deliverables; and

12.2.2 whether any Deliverables are subject to export control Law and, if so, clearly mark any such Deliverables with the applicable export control restriction.

12.3 If the Supplier processes any data on behalf of MTC (including any personal data), it shall:

12.3.1 not transfer such data outside of the United Kingdom without the prior written consent of MTC;

12.3.2 only process such data in accordance with MTC's written instructions from time to time;

12.3.3 comply in respect of such data with the obligations of clause 11;

12.3.4 not engage another processor (a "sub-processor") without MTC's prior written consent, any such engagement to be on terms equivalent to the terms of this clause 12.3

12.3.5 be liable for the acts and omissions of its sub-processors and though they were the Suppliers own;

12.3.6 have in place technical and organisational measure to protect the data against loss, destruction, damage or unauthorised access or use;

12.3.7 use appropriate technical and organisational measures to help MTC to respond to requests from individuals to whom the data relates to exercise the rights of such individual under applicable Law;

12.3.8 provide reasonable assistance to MTC in meeting MTC's obligations under applicable Law in relation to data security, notification of data breaches and the carrying out of data protection impact assessments, where required; and

12.3.9 not do or omit to do anything that would cause MTC to be in breach of applicable Law.

12.4 If the Supplier supplies any personal data to MTC for MTC to process as a data controller, it will obtain all necessary consents from the data subjects for MTC's intended use of such personal data.

12.5 Terms and expressions used in this clause 12 that are defined in applicable Law, shall have the meaning assigned to them under such Laws.

13. LIABILITY AND INDEMNITIES

13.1 The Supplier shall indemnify MTC, for the duration of the Contract and at all times following its expiry or termination, against all Losses suffered or incurred by MTC as a result of or in connection with:

13.1.1 any breach of any applicable Law or failure to comply with clause 12;

13.1.2 any claim that the use by MTC or its Representatives of the Deliverables infringes a third party's IP;

13.1.3 any loss or damage caused to the property of MTC or its Representatives as a result of any negligent act or omission of the Supplier or any of its Representatives; and

13.1.4 any claim for death or personal injury or damage to property arising as a result of the Goods not conforming to the requirements of these Conditions.

13.2 In addition to the indemnity of clause 13.1.2, the Supplier will replace or modify any infringing Deliverables, or obtain the relevant third party's permission for their use, in order that they can be used by MTC and its Representatives without further infringement.

13.3 Subject to clause 13.4, neither Party shall be liable under or in connection with the Contract for any indirect or consequential loss.

13.4 Neither Party's liability under or in connection with the Contract shall be limited or excluded in respect of death or personal injury arising from its negligence, any breach of any obligation of confidentiality, any breach of an applicable Law, fraud or fraudulent misrepresentation or any liability that cannot lawfully be limited or excluded.

14. INSURANCE

The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance (at such minimum levels as may be notified by the MTC to the Supplier in writing or, if no such minimum levels are specified, then at such level as the Supplier could reasonably be expected to provide) to cover the liabilities that may arise under or in connection with the Contract, and shall, on the MTC's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

15. TERMINATION

15.1 MTC may terminate the Contract, wholly or partly at any time on written notice to the Supplier, in which case the Supplier shall immediately cease all performance, unless and to the extent otherwise specified in the notice, and MTC shall be liable to pay the Supplier:

15.1.1 for Goods delivered or Services performed prior to the date of termination in compliance with the requirements of the Contract (and the Supplier may invoice MTC for the price for any such Goods or Services yet to be invoiced); and

15.1.2 any costs reasonably and irrevocably incurred by the Supplier in anticipation of its continued performance of the Contract,
provided that such payment shall under no circumstances exceed the sums that would have been paid had MTC not terminated the Contract.

15.2 MTC may terminate the Contract in accordance with any other provision of these Conditions that permits it to terminate.

15.3 Either Party (the "**first Party**") may terminate the Contract on written notice to the other Party if the other Party (the "**Defaulting Party**") if:

15.3.1 commits a material breach of the Contract which it fails to remedy within 30 days of being requested in writing by the first party to do so (provided that the Supplier's right to terminate for non-payment shall be exclusively subject to clause 15.4); or

15.3.2 is subject to an Insolvency Event.

15.4 The Supplier may terminate the Contract on 14 days' written notice if MTC has failed within 60 days of the due date for payment, to pay a valid invoice that is not in dispute in accordance with clause 9.8, provided that the Contract shall not terminate if MTC pays the overdue amount within the said 14 days.

15.5 Following termination of the Contract for any reason, the Supplier shall promptly:

15.5.1 deliver to MTC all Service Outputs (whether or not complete) and return to the MTC the MTC Materials, failing which MTC may enter the Supplier's premises to take possession of them and until such delivery, return or possession, the Supplier shall be responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and

15.5.2 return or, at MTC's option (to be notified by MTC in writing to the Supplier within 14 days of termination) destroy or erase any Confidential Information or personal data provided by MTC and certify in writing to MTC its compliance with the requirements of this clause 15.5.2.

16. FORCE MAJEURE

16.1 A Party shall not be liable for failure to perform, or delay in performing, its obligations under the Contract if such failure or delay arises from an occurrence or circumstances beyond its reasonable control.

16.2 If the Supplier's performance is affected by an occurrence or circumstances beyond its reasonable control, it shall notify MTC in writing as soon as possible and MTC may terminate the Contract on written notice to the Supplier.

17. GENERAL

17.1 MTC may assign the benefit of the Contract (in whole or in part) at any time to any of its Affiliates or Customers or to any person who acquires the business or assets of MTC with which the Contract is connected.

17.2 The Supplier may not assign its rights or subcontract its obligations without the prior written consent of MTC.

17.3 The Contract, consisting of the Order, the Specification, these Conditions and any Special Conditions, constitute the entire agreement between the Parties with regard to the Goods and/or Services.

17.4 Any variation to the terms of the Contract shall be in writing and signed by authorised signatories for all Parties. Material changes may not be implemented without the prior agreement of MTC.

17.5 If and to the extent that any provision or part provision of these Conditions or the Special Conditions prove to be invalid or unenforceable, they shall be deemed to be severed from the remainder, which shall remain valid and enforceable. The Parties will negotiate in good faith to replace any invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

17.6 Nothing in the Contract shall create or be deemed to create a partnership (within the meaning of the Partnership Act 1890) or to have created the relationship of principal and agent, a membership or any other legal entity between the Parties other than as specifically set out herein.

17.7 Neither Party shall use the other's name, crest, logo or registered image for any purpose without the express permission of the other Party.

17.8 Any notice to be given under the Contract shall be sent by pre-paid first class post or delivered personally to the Party's registered office address, addressed to its company secretary, or to such alternative address and recipient as is notified by that Party in accordance with this clause. Notices shall be deemed to be delivered on delivery, if delivered personally, or on the next working day, if sent by pre-paid first class post.

17.9 No failure to exercise or delay in the exercise of any right or remedy which any Party may have under the Contract or in connection with the Contract shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.

17.10 Except as otherwise expressly provided for herein, the Parties confirm that nothing in the Contract shall confer or purport to confer on any third party any benefit or any right to enforce any term of the Contract for the purposes of The Contracts (Rights of Third Parties) Act 1999.

18. GOVERNING LAW AND JURISDICTION

18.1 The Contract any dispute arising in connection with it (including any non-contractual dispute) shall be governed by the laws of England and Wales and, subject to clause 18.2, the courts of England and Wales shall have exclusive jurisdiction over any such dispute.

18.2 MTC may, on written notice to the Supplier at any time before either Party has initiated court proceedings, refer any dispute to arbitration under the LCIA rules, in which case the number of arbitrators shall be three and the place of arbitration shall be London. Each Party shall select one arbitrator within 14 days of the dispute being referred to arbitration and the third arbitrator shall be selected by the two arbitrators appointed by the Parties.