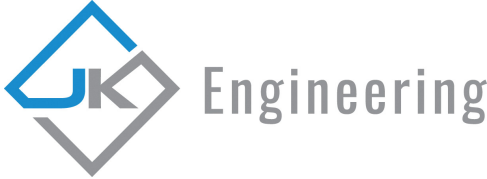


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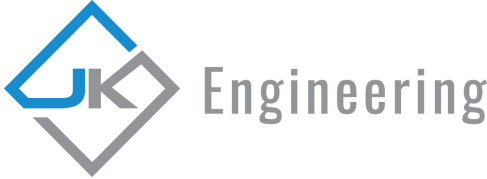
1. DEFINITIONS

- **‘Acknowledgement’** shall mean the written acknowledgement of an *Order* given by the *Company* to the *Customer*.
 - **‘Company’** shall mean JK Engineering Ltd., registered in registered in England and Wales with company number 06231907 and whose registered office is located at Suite 7A, Building 6, Croxley Park, Hatters Lane, Watford, Hertfordshire, WD18 8HY with whom the *Customer* contracts.
 - **‘Contract’** shall mean the contract (including the *Quotation* and *Acknowledgment* (where applicable)) between the *Company* and the *Customer* in accordance with these Conditions.
 - **‘Customer’** shall mean the person, firm, company or legal entity with whom the *Company* enters into the *Contract*.
 - **‘Estimate’** shall mean the oral or written estimate given by the *Company* to the *Customer*.
 - **‘Intellectual Property Rights’** shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - **‘Order’** shall mean the *Customer’s* order, purchase order or related documents as set out in the *Customer’s* written acceptance of the *Quotation*.
 - **‘Premises’** shall mean the *Company’s* premises or place of business as shall be specified on the *Quotation*, *Order* or *Acknowledgment*.
 - **‘Quotation’** shall mean the written quotation given by the *Company* to the *Customer* for providing goods and / or services.
 - **‘Writing’** and **‘Written’** shall include e-mail transmission.
- (a) Words and phrases defined for the purposes of, or in connection with, any statutory provision shall, where the context so requires, be construed as having the same meaning in these *Conditions* and any reference in these *Conditions* to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- (b) Unless the context otherwise requires reference to a Condition shall be construed as a reference to a condition of these *Conditions* and reference to clause or sub-clause shall be construed as reference to a clause or sub-clause of a Condition.
- (c) The headings and numbers in these *Conditions* are for ease of reference only and do not form part of the Conditions for the purposes of construction.
- (d) These *Conditions* shall supersede all previous terms and conditions existing between the *Company* and the *Customer*.

2. GENERAL

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This document is the property of J K Engineering Limited (Company). It contains proprietary information and trade secrets of the Company. Distribution of this document to unauthorised persons is prohibited. Any use of this document for any purpose other than that authorised in writing by the Company is prohibited. This document must be returned upon demand or termination of any transaction for which it was furnished. This document may not, in whole or in part, be reproduced, translated, stored or transmitted in any form by any means without the prior written consent of the Company.

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2.1. These **Terms and Conditions** shall apply in preference to and supersede any Terms and Conditions referred to, offered, or relied on by the Customer at any stage in the dealings between the Company and the Customer with reference to the Goods or Services to which this contract relates.

2.2. Without prejudice to the generality of the aforementioned, the Company will not be bound by any Standard or Printed Terms referred to, or furnished by the Customer in any of its documents, unless the Customer specifically states in writing from such Terms, that such Terms are required to apply, and the Company acknowledges this in writing. In this context, quotations referred to in the Contract are referenced only for price, delivery and quality.

2.3. A Quotation given by the Company shall not constitute an offer, but shall be an invitation to the Customer to make an offer to the Company by placing an Order with the Company.

2.4. An Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.5. An Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

3. QUOTATION

3.1. Every product that is manufactured at JK Engineering is costed before production.

3.2. Unless previously withdrawn or unless otherwise stated, quotations shall remain valid for 30 days from date of issue.

3.3. The leadtime for delivery of Goods stated within the Quotation is an estimate at the time the Quotation is generated and is subject to confirmation from the Company via Acknowledgement once the Order is received.

3.4. The Company reserves the right to:

3.4.1. amend any Quotation to reflect any increase in cost to the Company in supplying the Goods to the Customer including by reason of any increase in the cost of precious metals used in supplying the Goods, and any fluctuations in the currency exchange rates or taxation; and / or

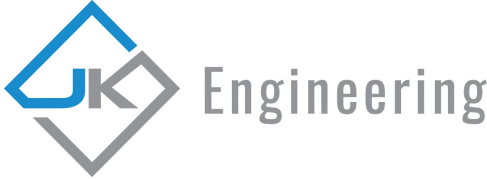
3.4.2. cancel any Quotation at any time prior to entering into a Contract; and / or

3.4.3. correct or rectify any clerical or typographical errors made by it or its employees, agents and representatives from time to time.

4. CAVEATS

4.1. As deemed to be necessary by the Company, Quotations and / or Order Acknowledgements may include caveats that either apply to the entire Quotation or selected line items.

4.2. The placement of the Order by the Customer referencing a Company Quotation is deemed to be acceptance of any caveats stated within the Quotation.

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5. FORMATION OF CONTRACT

5.1. The Contract is between the Company and Customer as principals and shall not be assignable by the Customer.

5.2. The Contract and its subject matter are confidential and shall not be disclosed to any third party or used for any other purposes.

5.3. Specifications, descriptions and illustrations contained in the Company's catalogues, brochures or other advertising materials (in whatever form including on any website) are intended to give only a general indication of the Goods and Services concerned and the possible result of any work undertaken and no such specifications, descriptions or illustrations shall form any part of the Contract or form any warranty or representation by the Company.

5.4. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

5.5. The Contract shall be in writing and shall be deemed to include these Terms and Conditions.

5.6. No alteration or variation to the Contract shall apply unless agreed in writing by both parties.

5.7. The Order constitutes an offer by the Customer to purchase the Goods or Services from the Company in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable specification submitted by the Customer are complete and accurate. For the avoidance of doubt, any Orders by the Customer shall be deemed to include these Conditions to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

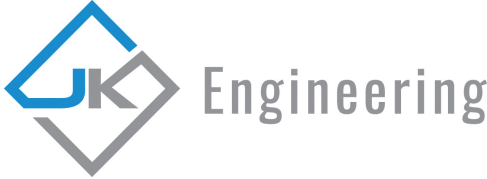
5.8. The Company where possible may notify the Customer of any necessary changes to the specification, materials or finishes used in the Goods and Services to conform to any applicable safety or statutory requirements but is not bound to do so.

5.9. Where the Quotation or Acknowledgement contains documents and particulars in whatever form (including electronic) produced by the Company including (without prejudice to the generality of the foregoing) illustrations, designs, drawings, weight and technical specifications and ratings such documents and particulars shall be deemed to be approximate only. They shall not form part of the Contract or have any contractual force. The Customer undertakes to comply with these provisions and to observe strict secrecy with such documents and particulars and not to disclose them to any third parties and the Company reserves all rights to copyright, design rights and all other intellectual or industrial property rights therein including the ownership of the actual documents submitted.

5.10. Cancellation of the Contract by the Customer will be a breach of contract entitling the Company to compensation and the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses paid, incurred or sustained by the Company as a result of the cancellation.

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5.11. The Customer shall be taken to have accepted these terms by accepting physical delivery of any of the Goods from the Company.

5.12. No variation to these Terms and Conditions shall be effective unless made in writing and signed by a director of the Company.

5.13. The Company and the Customer acknowledge that these Conditions have been given due consideration and that they are considered fair and reasonable by the Company and the Customer.

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

6. PRICES AND PAYMENT

6.1. Unless otherwise stated, all prices provided in the Quotation are the price of the supply of Goods or Services in pounds sterling exclusive of VAT and include delivery, packaging and insurance of the goods. The Customer shall be responsible for any additional costs arising from collection, variation of quantity, deliveries of split batches or express dispatch.

6.2. Each invoice shall be paid without any deduction by way of set-off, counterclaim or otherwise and received by the Company:

6.2.1. in full before receipt of the Goods or Services unless a credit account has been set up by the Company for the Customer and in such case in accordance with the agreed terms of the credit account; or

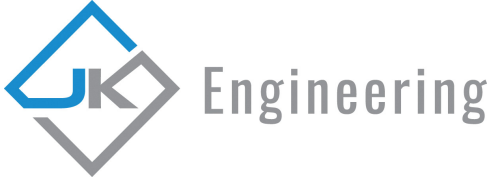
6.2.2. in full and in cleared funds at the earlier of within thirty days of the end of the calendar month in which the Company's invoice is issued; or

6.2.3. if a date or dates for payment are specified on the Quotation or Acknowledgement on the dates specified ("the Due Date"). The time of payment of each invoice shall be of the essence to the Contract.

6.3. The Company shall invoice the Customer after completion of the Goods or Services of such part of the price as relates to the completed part of the Goods or Services shall become due and payable notwithstanding that the remainder of the Goods or services shall not have been completed.

6.4. In the event of the first Order placed by the Customer on the Company, the Company shall submit a Proforma invoice, which must be settled before any Goods or Services are to be provided.

6.5. The Customer will pay to the Company all additional costs charges and expenses which the Company incurs or sustains in respect of or otherwise connected with the variation delay or suspension of the Contract arising from an act or omission of the Customer or any Employee, agent or contractor of the Customer or by reason of any other circumstances for which the Company is not wholly responsible.

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6.6. The Customer shall reimburse the Company for any tariffs or taxes paid by the Company in connection with the import or export of the Goods to and from the United Kingdom.

6.7. The Company shall be entitled to apply as it thinks fit any payment received from the Customer to any debt outstanding in respect of any contract between the Company and the Customer notwithstanding any purported appropriation by the Customer to the contrary.

6.8. The Company reserves the right to revise or withdraw any quoted price at the point of order placement where there have been material changes in costs outside of its control, including but not limited to raw materials, subcontract services, energy, labour, logistics, or regulatory changes.

7. INTEREST

7.1. In default of payment of an outstanding invoice being made by the due date, the Company reserves the right to charge interest at 8% above the Bank of England base rate on any overdue amount from the day following the due date until the date of receipt of cleared funds.

8. TITLE AND RISK

8.1. The Company may retain all Goods delivered to it or due for delivery until all sums due and owing to it by the Customer have been paid.

8.2. It is the customer's responsibility to decide whether or not the company's limits of liability are acceptable and to inform the company in writing if they are not before placing the Order. On written request by the customer to the company, the company will seek to obtain a quotation for insurance cover for increased liability for the goods. The customer will be responsible for the payment of all premiums and costs involved in effecting such insurance and the company will not proceed with any manufacturing until the insurance policy is in place and all premiums are paid.

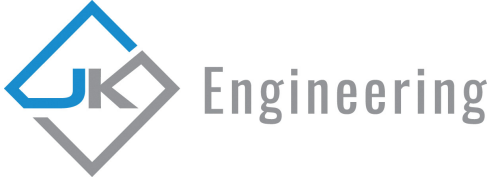
8.3. The Customer is responsible in all cases for unloading the Goods and from the delivery vehicle save for at the Company's premises and shall be responsible for all loss of or damage to the Goods during the course of loading and unloading.

9. DELIVERY AND STORAGE

9.1. Delivery dates are estimates only and shall not be of the essence of the Contract. The Company shall use reasonable endeavours to meet any stated delivery dates but reserves the right to amend such dates where necessary. Any delay, howsoever caused, shall not constitute a breach of contract nor entitle the Customer to terminate.

9.2. In any case where the Company has agreed in writing to both a guaranteed delivery date and an agreed daily sum by way of pre-estimated damages for failure to deliver in accordance with the Contract, the Company's liability shall be limited to the agreed daily sum.

9.3. Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or

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more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

9.4. If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery then without prejudice to any other right or remedy available to the Company, the Company may:

9.4.1. store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

9.4.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

9.5. The Company may store all or any part of the Goods at locations other than the Premises.

10. CANCELLATION AND SUSPENSION OF THE CONTRACT

10.1. This Condition applies if:

10.1.1. any sum which is due and payable by the Customer to the Company whether under the Contract or otherwise remains unpaid for a period of seven days; or

10.1.2. the Customer fails to take delivery of any Goods under any contract between the Customer and the Company otherwise than in accordance with the Customer's contractual rights; or

10.1.3. the Customer fails to supply the Company with instructions for dispatch of the Goods within seven days of notice being given to the Customer that the same are ready for dispatch; or

10.1.4. unforeseen events including (without prejudice to the generality thereof) materially affect the commercial effect of the Contract; or

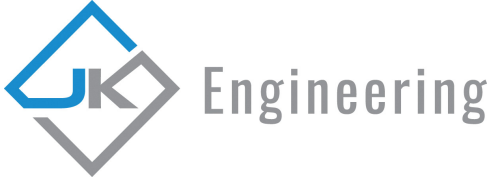
10.1.5. the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

10.1.6. an encumbrancer takes possession or a receiver administrative receiver or administrator is appointed over any of the property or assets of the Customer; or

10.1.7. the Customer ceases or threatens to cease to carry on business; or

10.1.8. in the reasonable opinion of the Company the credit rating of the Customer is reduced; or

10.1.9. if the Company receives notice of any claim alleging that the Goods or any part thereof infringe any patent copyright design right trade mark or other industrial or intellectual property rights of any other person; or

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10.1.10. the Customer fails to provide any letter of credit, bill of exchange or other security required by the Contract.

10.2. If this Condition applies then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and, if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10.3. In the event of suspension, cancellation or termination of the Contract for any reason, the Company shall be entitled to payment for all work completed, materials purchased, and any commitments or liabilities entered into in connection with the Contract up to the date of such suspension, cancellation or termination.

11. SUB-CONTRACTING

11.1. The Company reserves the right to sub-contract the fulfilment of the Contract or any part thereof in which event the Company contracts on behalf of itself and its sub-contractors.

12. DUTIES AND RESPONSIBILITY

12.1. The Company will carry out the manufacturing of Goods with reasonable skill and care. The employees of the Company are not authorised to make representations as to the quality or fitness of the Goods. If a representation is made or an opinion expressed orally which materially affects the Customer's decision to place an order, the Customer must ensure that such details are confirmed in writing by a director (or a duly authorised officer or employee) of the Company so as to form part of the Contract otherwise no liability can be accepted.

12.2. The Company shall be under no liability:

12.2.1. in respect of any defect in the Goods arising from any information drawing design or specification supplied by or on behalf of the Customer;

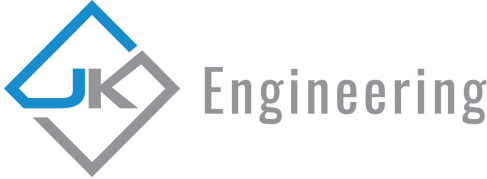
12.2.2. in respect of any defect in the Goods arising from fair wear and tear, wilful damage negligence, abnormal working conditions and / or failure to follow the Company's instructions (whether oral or in writing) or any use which was not in the reasonable contemplation of the Company at the time of manufacturing;

12.2.3. in respect of any defects, deficiencies, non-conformities and damage which are due to late, incorrect, incomplete or inaccurate information or unsuited treatments prescribed by the Customer in the Order;

12.2.4. if the total price for the Goods has not been paid by the Due Date;

12.2.5. and the Customer shall be deemed to have accepted the Goods and it shall be conclusively agreed that the Goods are in accordance with the Contract unless;

a) the Customer gives notice; or

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b) within ninety (90) calendar days after receipt of the Goods and prior to their use or resale the Customer serves upon the Company a written notice specifying any defect in the quality or state of the Goods or other respect in which the Goods are not in accordance with the Contract which would be apparent upon careful inspection or by such testing as it is reasonable in all the circumstances for the Customer to undertake, or stating why the Goods are not otherwise in accordance with the Contract and thereafter provides to the Company a reasonable opportunity of inspecting and testing the Goods before they have been used or resold; or

c) in the case of any latent defect, within a reasonable period of time of the latent defect having become apparent;

d) if a defect in the quality or state of the Goods or other respect in which the Goods are not in accordance with the Contract would not be apparent upon careful inspection or reasonable testing, the Customer serves upon the Company written notice of such defect or respect forthwith upon its discovery specifying the matters complained of and affording to the Company a reasonable opportunity of inspecting the Goods before any making good or replacement is undertaken. The Customer shall not be excused from providing such opportunity by reason of the incorporation of the Goods in the property of a third party or the location of the Goods in upon or under the premises or land of a third party.

12.3. In the event that the Customer serves written notice on the Company pursuant to clause 10.2.5 above, the Customer shall afford to the Company reasonable opportunity to inspect the Goods which are the subject of the written notice and, if so requested by the Company, the Customer will return such Goods to the Premises at the Customer's expense to enable the Company to carry out such inspection.

12.4. The sole and exclusive remedy of the Customer against the Company under the Contract whether in tort (including for negligence and breach of statutory duty), contract misrepresentation and otherwise, shall be:

12.4.1. replace the components, rework components or any part of it; or

12.4.2. at the Company's option, a refund or credit to the Customer in the amount of the price paid for the defective Goods.

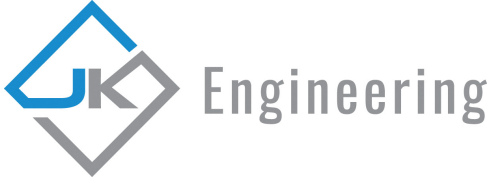
12.5. The Customer's remedies under these terms shall only be available if:

12.5.1. the Customer has paid all sums owed to the Company under the Contract;

12.5.2. the Customer notifies the Company in writing of the alleged basis of any relevant grounds it has to bring a claim within ninety (90) calendar days of being aware of the basis for such a claim; and

12.5.3. the Company is permitted to inspect any and all of the alleged defective Goods.

12.6. If the Company's performance of any of its obligations under the Contract is prevented or delayed by any acts or omissions by the Customer or failure by the Customer to perform any relevant obligations ("Customer Default"):

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12.6.1. without limiting or affecting any other right or remedy available to the Company, the Company shall have the right to suspend performance of any services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from performance of any of its obligations in each case to the extent Customer Default prevents or delays the Company performance of any of its obligations;

12.6.2. the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 10.6.1; and

12.6.3. the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

12.7. The Customer shall indemnify the Company on demand in full in respect of any liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with the Customer's failure to comply with any of its obligations under these Conditions.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. All Intellectual Property Rights in or arising out of or in connection with the Goods (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company and any of its third party assigns.

13.2. The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Goods to the Customer.

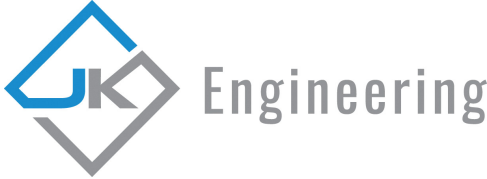
14. LIABILITY

14.1. The Customer expressly holds itself out as making the Contract in the course of a business and the Company deals with it on that basis and not as a consumer.

14.2. Except as expressly provided in these Conditions all warranties statements terms and conditions or undertakings which may be implied by statute common law custom of the trade or otherwise are hereby excluded to the extent permitted by law.

14.3. The Company does not exclude liability for death or personal injury resulting from its negligence or that of its employees or such that may not otherwise be limited or excluded by law.

14.4. The Company's total aggregate liability to the Customer (whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in relation to the Contract shall not exceed 100% of the invoice value under the Contract in respect of any one event or series of events.

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14.5. The Company will not be liable to the Customer for any:

14.5.1. indirect consequential or special loss, damage or injury or economic loss (including but without limitation financial loss of profits, loss of business or business revenue or contracts, loss of operating time or loss of use) whether foreseeable or not to the Customer or to the Customer's property howsoever whensoever or wheresoever arising whether by reason of any representation or misrepresentation or any implied warranty condition or other term or duty at common law or under statute or under the express terms of the Contract (and whether caused by the negligence of the Company or otherwise) or otherwise in respect of or in connection with the Goods or their use or resale by the Customer except as expressly provided in these Conditions.

14.5.2. the terms and conditions upon which the Company's own suppliers are prepared to supply goods and services to the Company, this must necessarily involve the incorporation of the terms and conditions set out in this document.

14.6. Nothing in this clause shall limit or exclude any liability for fraud.

15. INDEMNITY

15.1. The Customer shall indemnify and keep the Company indemnified from and against any liability of any kind to any third party howsoever arising (whether in contract tort or otherwise and including, but not limited to, liability arising from the negligence of the Company or from the negligence of any person for whom the Company is vicariously liable) in respect of or in connection with:

15.1.1. any defect in the Goods; and / or

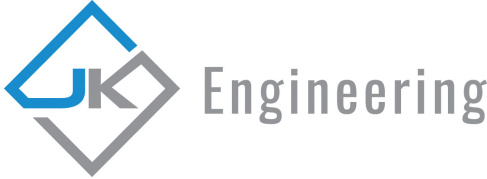
15.1.2. any inadequate or inaccurate instructions information specifications drawings or technical descriptions given by the Customer its employees or agents relating to the manufacturing of the Goods; and / or

15.1.3. any defect in the Customer's title to the Goods or authority to contract with the Goods; and / or

15.1.4. any loss injury or damage of any kind (whether direct indirect or otherwise and including but not limited to any loss of profit and / or any incidental consequential or special loss or damage of any description) arising out of in respect of or in connection with the supply of the Goods or their use or resale; and / or

15.1.5. any losses claims demands or damages incurred by the Company exceeding the Company's liability pursuant to these Conditions.

15.2. The Customer shall indemnify the Company against all losses damages costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent copyright design trademark or other industrial or intellectual property rights of any person which results from the Company's use of the Customer's design drawing specification tooling or goods (including but not limited to the Goods).

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16. FREE ISSUE MATERIALS

16.1. Free issue materials shall be insured by and remain the risk of the Customer at all times and the Company shall be indemnified by the Customer against any loss, damage, injury or expense whatsoever arising directly or indirectly therefrom and the Company shall not be liable for loss of or damage to any such materials during manufacture by the Company or any sub-contractor or in transit to or from the premises of the Company or of any such sub-contractor.

16.2. An allowance for material lost as process scrap is, where applicable, included in the Contract price and no such losses shall be the subject of any claim by the Customer or contribution by the Company.

16.3. Where materials are supplied by or behalf of the Customer to the Company, the Customer is responsible to ensure that the material is of satisfactory quality and fit for its purpose and shall indemnify the Company against any loss, damage, injury or expenses whatsoever arising directly or indirectly from any fault in or incorrect specification of the said materials.

17. NON-RECURRING COSTS

17.1. Non-recurring costs may include, but are not limited to, programming costs, fixtures, tooling and Design for Manufacturing (DFM) costs.

17.2. The legal and beneficial ownership of the fixtures (or any other dies or tooling which the Company has agreed to supply to the Buyer) shall not vest in the Buyer unless this has been agreed by both parties, in the Quotation and / or Order.

18. FORCE MAJEURE

18.1. The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

18.1.1. acts of God, explosion, flood, tempest, fire or accident;

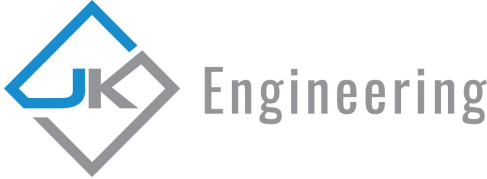
18.1.2. war or threat of war, sabotage, insurrection, terrorism, civil disturbance, requisition, epidemic or pandemic;

18.1.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;

18.1.4. import and / or export regulations or embargoes;

18.1.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

18.1.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery;

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18.1.7. power failure, power spikes, micro power cuts, ambient weather temperature changes or breakdown in machinery.

19. WAIVER

The rights of the Company or the Customer shall not be prejudiced or restricted by any indulgence or forbearance by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

20. SEVERANCE

In the event of any of the words provisions terms and / or Conditions herein contained being unenforceable or void for any reason whatsoever each word provision term or Condition (including any clauses herein contained) shall be deemed to be severable from the remaining words provisions terms or Conditions and such remaining words provisions terms or Conditions shall remain in full force and effect.

21. NOTICES

Notices to be served under these Conditions shall be in writing and delivered by hand or sent by first class prepaid post to either party at its last known place of business. Notices sent by post shall be deemed served two (2) working days after posting and notices sent by hand shall be deemed served when received.

Notices may be sent by the Customer to the Company by email to the address sales@jkeng.co.uk and shall be acknowledged on receipt upon which event it shall be deemed to be served.

22. GOVERNING LAW AND JURISDICTION

22.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

22.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).

23. THIRD-PART RIGHTS

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall be excluded from this Contract.

24. NO AGENCY OR PARTNERSHIP

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.

25. ENTIRE AGREEMENT

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

26. RELIANCE

Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.