

STANDARD TERMS AND CONDITIONS OF SALE OF POSTJET SYSTEMS LIMITED (2025 Edition)

1 Contract

- 1.1 All quotations given, orders accepted and contracts entered into by PostJet Systems Limited, being a company registered in England and Wales with company number 05743000, ("PostJet") with any person ("Purchaser") for the supply of goods ("Goods") and/or for services ("Services") are subject to these terms and conditions ("Conditions"). All other terms and conditions, whether expressly stipulated by the Purchaser or implied by trade custom, course of dealing or otherwise are (to the fullest extent permitted by law) excluded. No variation to these Conditions will be effective unless agreed in writing by an authorised representative of PostJet.
- 1.2 No quotation, estimate or proposal issued by PostJet is an offer that is capable of acceptance by the Purchaser. Any order issued by the Purchaser shall be deemed placed subject to these Conditions and shall constitute an offer that PostJet may accept or reject. The contract between PostJet and the Purchaser ("Contract") shall be formed at the time PostJet accepts the Purchaser's order. PostJet may accept the Purchaser's order by issuing an order acknowledgement or by other means, including commencing the supply of Goods or performance of Services. No amendments to the Purchaser's order shall be valid unless agreed in writing by an authorised representative of PostJet.
- 1.3 The Purchaser waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Purchaser that is inconsistent with the Conditions.

2 Order and Specifications

- 2.1 The Purchaser shall be responsible for ensuring the accuracy of the terms of any order, including verifying any specification for the Goods and/or Services, and for giving to PostJet any necessary information relating to the Goods and Services within a sufficient time to enable PostJet to perform the Contract in accordance with its terms. The specification for the Goods and/or Services shall be the relevant specification therefor last published by PostJet before PostJet accepts the relevant order as modified by (or, as the case may be, exhaustively set out in) any separate specification for any of the Goods and/or Services that is agreed in writing by PostJet and the Purchaser ("Specification").
- 2.2 PostJet reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Goods and/or Services.
- 2.3 No cancellation of any order after acceptance by PostJet shall, save as provided in Condition 2.4, be valid.
- 2.4 The Purchaser acknowledges that PostJet may (upon request by the Purchaser made in writing) acting in its absolute and sole discretion elect to permit the Purchaser to cancel an order (after that order has been accepted by PostJet) on such terms as PostJet in its absolute and sole discretion may permit including without limitation for the Purchaser to pay on demand such fee and/or other charges as PostJet may require to be paid for the purposes of PostJet processing such cancellation and which may include provision for any of the following (without limitation): a restocking fee in respect of any of the Goods, an amount to reflect that PostJet may not be able to resell the relevant Goods as 'new' goods not previously sold to a customer, an amount for any management time incurred in the matter, and administration fees.
- 2.5 Where PostJet provides Services, it will provide upon reasonable notice and at its then current hourly rate the Services requested by the Purchaser for repair of such Goods sold hereunder. The Purchaser shall be responsible for the cost of shipping of the Goods to PostJet's site. PostJet shall bear the cost of returning serviced Goods to their original destination.

3 Price and Payment

- 3.1 The price of Goods and Services shall be the price quoted by PostJet in writing. Quoted prices are valid for 30 days. Prices do not include value added tax or any other sales tax and which in each case shall (where applicable) be payable by the Purchaser in addition ("VAT").
- 3.2 Unless otherwise agreed in writing payment of invoices shall be made in full without any deduction or set-off within 30 days from the end of the calendar month in which the date of PostJet's invoice falls. Payment shall be due whether or not property in the Goods has passed. Time for payment shall be of the essence and if payment is not made in full by the due date PostJet may without prejudice to any other remedy:
 - 3.2.1 charge the Purchaser interest (running before and after judgment) on all overdue sums at the rate of 2% per month (compounded with monthly rests) from the date such sum became due to PostJet until the Purchaser pays such sum in full together with such interest; and/or
 - 3.2.2 suspend or cancel any further supply of Goods or performance of Services under the Contract and/or the supply of any goods or performance of any services under any other contract (between PostJet and the Purchaser) until the Purchaser makes payment in full together with any applicable interest.

4 Credit Arrangements

- 4.1 The credit PostJet allows the Purchaser under Condition 3.2 above in respect of the supply of the Goods and/or Services is without prejudice to PostJet's right to suspend delivery of all unexecuted orders or to suspend further performance of any partially performed Contract or other contract with the Purchaser if:
 - 4.1.1 the Purchaser fails to pay or threatens not to pay any sums due to PostJet by the due date;
 - 4.1.2 the Purchaser ceases or threatens to cease to carry out its business;
 - 4.1.3 a receiver, manager or administrator is appointed over the Purchaser's assets, business or property, or a winding-up or administration order against the Purchaser is made or petitioned for, or any petition or bankruptcy order against the Purchaser is presented or made, or the Purchaser goes into voluntary liquidation (except for reconstruction or amalgamation while solvent), or the Purchaser calls a meeting of or makes arrangements or compositions with creditors; or
 - 4.1.4 PostJet has a reasonable belief that any of the above may occur.
- 4.2 PostJet may, in its absolute discretion, refuse to grant credit if it is not reasonably satisfied as to the credit worthiness of the Purchaser in which event PostJet may require the Purchaser to pay (as a condition precedent to PostJet's acceptance of the relevant order taking effect):
 - 4.2.1 the invoices (referred to in Condition 3.2) immediately upon presentation thereof to the Purchaser or within such lesser period than that referred to in Condition 3.2 as PostJet may stipulate; or
 - 4.2.2 the price (together with any VAT) of the Goods and Services in advance by such date as PostJet may specify and following such payment PostJet shall render its receipted invoice accordingly.

5 Delivery

- 5.1 Delivery of the Goods shall unless otherwise agreed be made by PostJet delivering the Goods to the location specified in the Purchaser's order or by the Purchaser collecting the Goods at PostJet's premises (in either case the "Delivery Location"). The price for the Goods does not include the carriage of the Goods to such location specified in the Purchaser's order unless otherwise expressly agreed in writing by PostJet.
 - 5.2 Any dates or times quoted for delivery of Goods and performance of the Services are approximate only. PostJet shall use reasonable endeavours to meet such dates or times but shall not be liable to the Purchaser, in contract, tort, negligence or otherwise for any loss or damage whatsoever resulting from any late delivery or performance.
 - 5.3 Delivery of the Goods shall be completed (1) if the Delivery Location is not at PostJet's premises: on the completion of the unloading of the Goods at the Delivery Location and (2) if the Delivery Location is at PostJet's premises, on the completion of the loading of the Goods at the Delivery Location.
 - 5.4 PostJet is entitled, at its discretion, to deliver any order of Goods by one or more consignments, and to treat each order or consignment as a separate Contract.
 - 5.5 If the Purchaser does not take or accept delivery of the Goods, then (1) PostJet may elect that delivery of the Goods shall be deemed to have been completed and (2) PostJet reserves the right to store them at the Purchaser's risk and expense until delivery takes place.
 - 5.6 If ten business days after the day on which PostJet notified the Purchaser that the Goods were ready for delivery the Purchaser has not taken actual delivery of them, PostJet may (in its absolute discretion) resell or otherwise dispose of part or all of the Goods and, without prejudice to its other rights and remedies, charge the Purchaser for any shortfall below the price of the Goods under the Contract.
 - 5.7 If Goods are delivered faulty or damaged PostJet has the right to replace those Goods or issue a credit note in respect of such Goods at its discretion.
 - 5.8 PostJet will not consider any claim for damage or shortage unless it receives written notice from the Purchaser within three days of the date of delivery.
 - 5.9 The Purchaser must hold any allegedly damaged Goods at its own expense. The Purchaser must wait for PostJet's instructions and must allow PostJet's representative to examine the relevant Goods and to take away samples to be examined.
- ## 6 Risk and Title
- 6.1 Risk in the Goods shall pass to the Purchaser on completion of delivery.
 - 6.2 Notwithstanding the passing of the risk, PostJet shall retain title to and ownership of the Goods until it has received payment in full (in cleared funds) of all sums due for the Goods and any other sums owed to PostJet by the Purchaser under any other contract between them or otherwise.
 - 6.3 The Purchaser may (until such title passes) use the Goods in the ordinary course of its business (but it shall not purport to sell the same) but this right shall terminate immediately:
 - 6.3.1 by PostJet giving notice to the Purchaser if any payment is overdue by seven days or more or if PostJet has genuine doubts as to Purchaser's solvency; or
 - 6.3.2 if the Purchaser suffers an event as described in Condition 14.1.3.

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- 6.4 Should any of the events in Condition 14.1.3 occur then PostJet may, at any time, require the Purchaser to deliver up the Goods and, if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Goods are stored in order to recover them.
- 6.5 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of PostJet and if the Purchaser does so all monies owing by the Purchaser to PostJet shall (without prejudice to any other right or remedy of PostJet) forthwith become due and payable.

7 Purchaser's obligations

- 7.1 The Purchaser shall:
- 7.1.1 co-operate with PostJet in all matters relating to the Services;
- 7.1.2 provide PostJet, its employees, agents, consultants and subcontractors, with access to the Purchaser's premises, office accommodation and other facilities as reasonably required by PostJet to provide the Services;
- 7.1.3 provide PostJet with such information and materials as PostJet may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 7.1.4 (if requisite) prepare the Purchaser's premises for the supply of the Services; and
- 7.1.5 comply with any additional obligations as set out in the Specification.

8 Warranty

- 8.1 PostJet warrants that the Goods manufactured by it will (save as provided in Conditions 8.2 and 8.6 below) conform to the Specification (insofar as it applies to the Goods) and be free from defects in materials and workmanship for the applicable period set out in the relevant quotation issued by PostJet or if no period is so set out then for the period of 12 months from the date of activation of the Goods, such activation to take place within 90 days of delivery. The warranty on spare parts will be for 12 months from the date of despatch. The warranty on Services shall be for 6 months from completion of the Services.
- 8.2 The following table sets out the exceptions from the warranty described in Condition 8.1:

Relevant Goods	Exceptions to ambit of warranty in Condition 8.1	Warranty period if not as provided for in Condition 8.1
Printers	Warranty excludes all cases of physical failures of any Wear Parts (defined below) included with or otherwise supplied for use with any such printer (and whether the relevant printer is supplied as a new or used printer), with the exception only of "out of the box" failure at time of installation or proposed installation, and whether or not the relevant item is supplied at the same time as a printer with which it is to be used or supplied separately as a spare or replacement part.	
All fluids – including ink, make-up, flush and wash		The period from delivery of the same to the Purchaser until the expiry of the <i>shelf life</i> stated by PostJet on the relevant item (or on that item's packaging) and whether expressed as an expiration date, use by date, or any similar expression intended to denote the last date for use.
Used, Demo and		Three (3) months

Relevant Goods	Exceptions to ambit of warranty in Condition 8.1	Warranty period if not as provided for in Condition 8.1
Refurbished Printers		from date of delivery.
Software	<p>Software developed by PostJet is licensed, not sold, by PostJet to the Purchaser pursuant to the terms of the applicable software licence included with, or presented upon installation of, such software.</p> <p>PostJet warrants that the media on which the software is recorded will be free of defects in workmanship and material under normal use for the period stated in the next column of this row.</p> <p>PostJet warrants that any software developed by PostJet and supplied to the Purchaser under the Contract will perform in substantial compliance with its specifications for the period stated in the next column of this row. The Purchaser acknowledges and agrees that PostJet does not warrant that the functions contained in the software will meet the Purchaser's requirements or operate in the combination that may be selected for use by the Purchaser, nor that the operation of the software will be uninterrupted or error-free or that all defects in the software will be corrected.</p>	<p>Thirty (30) days from the date of delivery.</p> <p>Ninety (90) days from delivery.</p>

- 8.3 In the case of any breach of warranty set out in Condition 8.1 then PostJet shall at its option repair such defects, replace the relevant Goods or refund such sums as the Purchaser has paid to PostJet in respect of such Goods. Except as provided in this Condition 8.3, PostJet shall have no liability to the Purchaser in respect of the relevant Goods' failure to comply with the warranty set out in Condition 8.1.
- 8.4 PostJet is not the manufacturer of any third party products supplied by PostJet under the Contract and makes no warranty with respect to such third party products, and which are provided by PostJet "AS IS." Notwithstanding the foregoing, to the extent permitted under any applicable terms, PostJet will pass through to the Purchaser any warranty or indemnity offered by the original manufacturer with respect to third party products the benefit of which can lawfully be assumed by the Purchaser. Repair or replacement, in whole or in part, of third party products which fail due to faulty manufacture or design is (if so available) only available from the original manufacturer under any effective and applicable warranty terms of that manufacturer, and the Purchaser's sole remedy for breach of any such warranty, to the extent available, shall be against the original third party manufacturer and not against PostJet. PostJet must be consulted to approve the return of products for replacement or repair under the original manufacturer's warranty.
- 8.5 Third party software supplied by PostJet is licensed, not sold, by the third party licensor thereof pursuant to the terms of the applicable software licence included with, or presented upon installation of, such software. PostJet is not the developer or licensor of such third party software and makes no warranty with respect to such third party software, which is provided by PostJet "AS IS." Notwithstanding the foregoing, to the extent permitted under any applicable terms, PostJet will assign or pass through to the Purchaser any warranty or indemnity offered by the licensor with respect to such third party software. Any warranty service due to defects in third party software or non-conformance of such software with any applicable documentation is only available from the third party licensor under its warranty terms, and the Purchaser's sole remedy for breach of any such warranty, to the extent available, shall be against the third party

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- licensor and not against PostJet. In the event that the third party software causes any of the Goods (including software developed by PostJet) manufactured by PostJet to fail to perform in substantial compliance with the Specification, PostJet's sole liability, and the Purchaser's sole remedy, shall be for PostJet to use commercially reasonable efforts to attempt to provide the Purchaser with a workaround and assist the Purchaser in contacting the licensor for warranty service.
- 8.6 PostJet shall be under no liability under any of the above warranties:
- 8.6.1 arising from any drawing, design or specification supplied by the Purchaser;
 - 8.6.2 arising from mail crashes;
 - 8.6.3 arising from misuse, neglect, negligence, maintenance, alterations or repairs performed by personnel not employed, trained or certified by PostJet;
 - 8.6.4 arising from improper installation, storage, use, modification or operation including but not limited to damage of any type caused by the use of inks, components and other fluids (including but not limited to cleaning fluids) not supplied by PostJet.
- 8.7 PostJet warrants that it will carry out the Services in accordance with the Specification (insofar as it applies to the Services) and with reasonable care and skill. If PostJet is shown to be in breach of this warranty in respect of particular Services it shall at its option and cost either re-provide those Services or refund any sums already paid in respect of those Services.
- 8.8 Except as provided in Condition 8.7, PostJet shall have no liability to the Purchaser in respect of the Services' failure to comply with the warranty set out in Condition 8.7.
- 9 Intellectual property rights**
- 9.1 All intellectual property rights ("IPR") in or arising out of or in connection with the Services (other than IPR in any materials provided by the Purchaser) shall be owned by PostJet.
- 9.2 The Purchaser grants PostJet a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Purchaser to PostJet for the term of the Contract for the purpose of providing the Services to the Purchaser.
- 9.3 If the output of any of the Services includes any IPR then PostJet grants to the Purchaser, or shall procure the direct grant to the Purchaser of, a fully paid-up, non-exclusive, royalty-free licence to use the same solely and exclusively for the purpose of receiving and using the Services and such output in its business but not further or otherwise.
- 9.4 The Purchaser shall not sub-licence, assign or otherwise transfer the rights granted by Condition 9.3.
- 9.5 The reference to intellectual property rights in this Condition 9 includes copyright and rights in computer software.
- 10 Exclusion of implied warranties etc, and Limitation of Liability**
- 10.1 Except as set out in these Conditions all representations, warranties and conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 10.2 The restrictions on liability in this Condition 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 Nothing in the Contract limits any liability which cannot legally be limited, including (without limitation) liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.4 PostJet has given commitments as to compliance of the Goods and Services with relevant specifications in Condition 8.1 and Condition 8.7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.5 Subject to Condition 10.3, in no circumstances shall PostJet be liable to the Purchaser, in contract, tort, negligence or otherwise, for any incidental, indirect or consequential loss or for any of the following types of loss (whether or not incidental, indirect or consequential): loss of profits, loss of sales or business, loss of revenue or goodwill, loss of anticipated savings, or loss of use or corruption of software, data or information and nor shall PostJet be liable to the Purchaser for any special, exemplary or consequential damages or other financial loss whatsoever arising out of or in connection with the Contract or the supply of the Goods or Services or their use or resale (if applicable) by the Purchaser.
- 10.6 If notwithstanding the provisions of these Conditions PostJet is found liable for any loss suffered by the Purchaser arising in any way out of or in connection with the Contract or the supply of any Goods or Services that liability shall in no event exceed the price paid for such Goods or Services that give rise to the claim.
- 10.7 This Condition 10 shall survive termination of the Contract.
- 11 Sanctions and Export Control**
- 11.1 The Purchaser acknowledges that PostJet and each of the other companies in the Domino Printing Sciences plc group of companies – together the "Domino Companies" – are strongly committed to, and place a high priority on, full compliance with applicable export, trade and sanctions controls, including those of the UK, the EU and the US. Each of the Domino Companies requires all of their business and trading partners also to apply the highest standards in compliance with these controls.
- 11.2 The Purchaser agrees to fully comply with all applicable export, trade and sanctions controls and not to export, re-export, sell, supply, transfer or otherwise release products, software or technology (jointly "products") of any of the Domino Companies, whether by themselves or incorporated in or combined with other products or items, without having conducted the necessary export, trade and sanctions compliance checks and obtained the respective authorisations from competent authorities where required. The Purchaser shall document export, trade and sanctions controls checks in relation to Domino Companies' products (including without limitation the Goods) and related transactions and services and shall keep such records for all relevant statutory period(s).
- 11.3 The Purchaser agrees not to export, re-export, sell, supply, transfer or otherwise release any of the Domino Companies' products (including without limitation the Goods), whether by themselves or incorporated in or combined with other products or items, to or for use in countries or by a natural or legal person subject to military or economic sanctions (whether or not such sanctions bind the Purchaser) without prior written approval by PostJet.
- 11.4 The Purchaser agrees not to export, re-export, sell, supply, transfer or otherwise release Domino Companies' products (including without limitation the Goods), whether by themselves or incorporated in or combined with other products or items, for use in applications linked to weapons of mass destruction or missiles carrying such weapons, or for use by or for a military institution in countries subject to military embargos (whether or not such embargos bind the Purchaser) without prior written approval by PostJet.
- 11.5 The Purchaser agrees to inform PostJet without delay of any failure to comply with applicable export, trade and sanctions controls or the above approval requirements. In such cases, the Purchaser shall take all necessary measures, including, if appropriate, disclosure to competent authorities, to remedy any violations, in full transparency vis-à-vis the Domino Companies.
- 11.6 The Purchaser acknowledges and agrees that deliberate, negligent or repeated violation of export, trade and sanctions controls or of the above approval requirements, failure to remedy a violation and not being transparent about the former vis-à-vis Domino Companies constitute factors that entitle PostJet to cancel any relevant contractual relationship with immediate effect. The Purchaser acknowledges and agrees that it may become liable in these cases for any damages incurred by PostJet or any of the other Domino Companies, including without limitation, for lost profit.
- 11.7 The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- 11.8 The Purchaser shall undertake its best efforts to ensure that the purpose of Condition 12.7 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 11.9 The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Condition 12.7.
- 11.10 Any violations of Conditions 12.7, 12.8 or 12.9 shall constitute a material breach of an essential element of this Contract, and PostJet shall be entitled to seek appropriate remedies, including but not limited to: (i) termination of this Contract; and (ii) a penalty of 10% of the total value of this Contract or price of the goods exported, whichever is higher.
- 11.11 The Purchaser shall immediately inform PostJet about any problems in applying any of the provisions of this Condition 12, including any relevant activities by third parties that could frustrate the purpose of Condition 12.7. The Purchaser shall make available to Domino information concerning compliance with the obligations under this Condition 12 within two weeks of the simple request of such information.
- 11.12 This Condition 12 shall apply notwithstanding any other terms of the Contract and shall survive any expiration or termination of the Contract.
- 12 Force Majeure**
- 12.1 PostJet shall not be deemed in breach of the Contract or otherwise liable to the Purchaser, by reason of any delay in performance, or non-performance of its obligations under the Contract to the extent that such delay or non-performance is caused by an event or circumstance beyond PostJet's reasonable control. In such events PostJet may, without liability to the Purchaser, reasonably vary the terms of the Contract including but not limited to extending the time for performing the contract by a period of at least equal to the time lost due to such an event.
- 13 Termination**
- 13.1 PostJet may at any time by notice in writing to the Purchaser terminate the Contract with effect from the date of service of such notice if:
- 13.1.1 the Purchaser commits a material breach of the Contract which breach is not (in PostJet's opinion) capable of remedy; or

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- 13.1.2 the Purchaser commits a material breach of the Contract and (if in PostJet's opinion such breach is capable of remedy) fails to remedy such breach within 14 days after PostJet has given written notice to the Purchaser identifying the breach and requiring it to be remedied; or
- 13.1.3 the Purchaser is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 or if any petition is presented for the appointment of an administrator or receiver or trustee in bankruptcy in respect of the Purchaser or any part of its undertaking or assets or an administrative receiver is appointed in respect of any of the Purchaser's undertaking or assets or if the Purchaser makes or attempts to make any arrangement with or for the benefit of its creditors or if the Purchaser ceases or threatens to cease to carry on business.
- 13.2 Upon termination or expiry of the Contract the Purchaser must pay to PostJet any charges due but unpaid and, in respect of Services and Goods supplied but for which no invoice has been submitted, PostJet shall submit an invoice, which shall be payable by the Purchaser immediately on receipt.
- 13.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of any of PostJet and the Purchaser that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry of the Contract shall continue in full force and effect.
- 14 Miscellaneous**
- 14.1 The parties will at all times comply with the provisions of the UK Bribery Act 2010 in all dealings with each other. Any breach of this obligation shall be considered a material breach of the Contract which is not capable of remedy.
- 14.2 Both parties will comply with all applicable requirements of the Data Protection legislation (namely all applicable data protection and privacy legislation in force from time to time in the UK). This Condition 15.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection legislation
- 14.3 The Purchaser undertakes that it shall not at any time during the Contract, and for a period of three years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of PostJet (or of any member of the group of companies to which PostJet belongs), except that the Purchaser may disclose such confidential information:
- 14.3.1 to its employees, officers, representatives, contractors or subcontractors or advisers who need to know such information for the purposes of exercising the Purchaser's rights or carrying out its obligations under or in connection with the Contract (subject to ensuring that its employees etc to whom it makes such disclosures comply with this Condition 15.3); and
- 14.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.4 The Purchaser shall not use PostJet's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 14.5 PostJet shall be entitled to sub-contract any or all of its obligations under the Contract and to assign its interest in the Contract and the Purchaser shall at PostJet's cost do all such things as may be necessary to enable PostJet to so assign the Contract.
- 14.6 If a Court, tribunal or administrative body of competent jurisdiction finds that part of the Contract is wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, that part may be regarded as removed. The rest of the Contract will continue in full force and effect.
- 14.7 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 14.8 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.
- 14.9 The Purchaser 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. The Purchaser agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 14.10 Failure or delay by PostJet in enforcing or partially enforcing any provisions of the Contract will not be regarded as a waiver of any of its rights under the Contract. If PostJet waives any breach of, or any default under, the Contract, this will not be regarded as a waiver of any subsequent breach or default. It will not affect the other conditions of the Contract. A waiver is valid only if communicated in writing.
- 14.11 Where the Purchaser consists of more than one person or entity, each is jointly and severally liable for its obligations and liabilities under the Contract.
- 14.12 Any notice sent in accordance with these Conditions must be in writing and served by hand or by registered post. The address for service for each party is the registered office address of the receiving party, or if the Purchaser does not have a registered office address, its trading address.
- 14.13 The parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 14.14 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.
- 14.15 Each of PostJet and the Purchaser irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.