General Terms and Conditions of Purchase

1. Scope of application

1.1 These Terms and Conditions of Purchase shall apply exclusively to all deliveries and services of the supplier. They apply only to transactions with persons acting in the course of a business and not to consumers as defined under the Consumer Rights Act 2015.Conflicting or deviating General Terms and Conditions shall not apply unless we have agreed to their validity in text form in individual cases. The tacit acceptance or receipt of contractual products or services from the supplier or the fulfilment of the consideration by us cannot be interpreted as consent to the validity of deviating terms and conditions.

1.2 Individual agreements made with the supplier in individual cases (including collateral agreements, supplements or amendments) shall take precedence over these Terms and Conditions of Purchase. A separate contract or an express confirmation by us shall be authoritative for the content of such agreements. This contract and any confirmation thereof shall only be valid if made in writing and signed by authorised representatives of the parties.

1.3 Legally relevant declarations and notifications to be made to us by the supplier after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of cancellation) must be made in text form to be effective.

2. Conclusion of contract

2.1 Our order shall be deemed binding at the earliest upon receipt or confirmation in text form. The supplier must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before declaring acceptance. If he fails to do so, the contract shall be deemed not to have been concluded.

2.2 The supplier is obliged confirm our order in text form within a period of two weeks or - in particular by delivering the contractual product or providing the service - to fulfil it without reservation (acceptance). Delayed acceptance by the supplier shall be deemed a new offer and requires acceptance by us.

2.3. The supplier shall have sole responsibility for complying with all applicable regulations and other legal and regulatory requirements concerning performance of the contract, and for ensuring that we can, in compliance, likewise, fully utilised the goods and/or services for their intended purposes.

3. Prices

3.1 The price stated in our order is binding. All prices are exclusive of any applicable VAT (which will be payable by us subject to a valid VAT invoice) and shall be payable in pounds sterling, unless otherwise stated.

3.2 Unless otherwise agreed in individual cases, the price shall include all main and ancillary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any insurance against loss or damage.

4. Payment, offsetting, retention

4.1 Payments shall be made by us as follows: After receipt of a proper invoice, but not before receipt of the complete delivery and service (including, if agreed, acceptance), within 30 days of the end of the month in which we receive the invoice. If we make a payment, we neither recognise the correctness of the invoice nor do we confirm that the delivery or service has been provided in accordance with the contract.

4.2 We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law.

4.3 The supplier shall only have a right of set-off on the basis of legally established or undisputed counterclaims. The supplier shall only be entitled to exercise a right of retention if its claim is based on the same contractual relationship or is legally established or undisputed.

5. Place of performance, deliveries, subcontractors, packaging

5.1 Deliveries will be delivered to and/or performed at, the delivery address specified in our order (Incoterms® 2020). The supplier shall bear the material risk until acceptance of the goods by us or our authorised representative at the agreed destination. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our registered office: - Rittal -CSM, Broadley Industrial Park, Roborough, Plymouth PL6 7EZ. The respective place of destination shall be deemed the place of performance (delivery duty paid). If an acceptance procedure has been agreed, the transfer of risk shall take place upon its successful completion. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance due to delivery or handover of the goods, this shall be deemed equivalent to handover or acceptance

5.2 If the performance occurs on our premises this sub-section will apply. The supplier will ensure that best industry standards are adopted for the health and safety both of supplier's personnel and of any other individuals affected by supplier's actions. We may refuse or terminate access to any individual whom we reasonably consider undesirable to have on our premises. Supplier's personnel must, while on our premises, comply with our reasonable requirements including but not limited to security, health and safety routines, times and areas of access. Supplier will be responsible to us on a full indemnity basis for all damages and injury caused by its personnel.

5.3 For quantities, weights and dimensions, the values determined by us during the incoming goods inspection shall be decisive, subject to proof to the contrary.

5.4 Partial deliveries and services are not permitted unless we have expressly agreed to them in text form.

5.5 The supplier is only authorised to transfer all or part of its performance obligations to subcontractors with our consent in writing, including email or other electronic communication, provided it is accessible for future reference.

5.6 The supplier undertakes to use environmentally friendly packaging that can be reused or disposed of cost-effectively. In order to enable recycling by type, packaging must be labelled to identify the material from which it is made in accordance with the applicable statutory regulations. Styrofoam chips are not permitted as packaging material. Packaging shall be carried out by the supplier at its own expense and in accordance with the relevant requirements. In particular, the packaging must ensure protection against damage, soiling and moisture during transport and storage. If the delivery item is packed in a disassembled state, it must be possible to assemble it ready for use without great effort; easily understandable assembly instructions must be enclosed with the delivery. All information relevant to the contents, storage, handling and transport must be visibly affixed to the packaging; this applies in particular to any warning and/or hazard and/or handling instructions. Returnable packaging shall be returned by us to the supplier's address carriage forward, if agreed between both parties

5.7 On our request the supplier shall take back packaging or packing materials free of charge, if any relevant requirement for packaging recycling applies

6. Delivery dates, delay, contractual penalty

6.1 The delivery time specified by us in the order is binding. The supplier is obliged to inform us immediately in text form, stating the reasons and the expected duration of the delay, if the supplier is likely to be unable to meet agreed delivery times - for whatever reason.

6.2 If the supplier fails to perform or fails to perform within the agreed delivery period or is otherwise in default of delivery, our rights - in particular to cancellation and damages - shall be determined in accordance with the statutory provisions.

6.3 The supplier may only invoke the absence of necessary information or documents to be supplied by us if the supplier has not received them within a reasonable period despite a reminder in text form.

6.4 If the supplier is in default, we shall be entitled to charge a contractual penalty of 0.2% of the net value of the goods of the delayed delivery per working day or part thereof of the delay, up to a maximum of 5% of the net value of the goods, unless the supplier proves that it is not responsible for the delay. The assertion of further claims remains unaffected. The contractual penalty shall be offset against any existing further claims for damages. We are entitled to claim the contractual penalty at the latest with the final payment.

6.5 The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims to which we are entitled due to the delayed delivery or service.

7. Ownership, retention of title

Ownership of the contractual products shall pass to us upon full payment. However, we shall be entitled to process or resell the goods as agreed even before full payment has been made. An extended or expanded retention of title must be agreed with us in each individual case and must be in writing, including email or other electronic communication, provided it is accessible for future reference. to be effective

8. Waste disposal, prohibited substances

8.1 The supplier shall comply with all applicable laws, statutes, regulations, ordinances, rules, permits, licences, authorisations, directions and requirements of any relevant government or regulatory authorities including (but not limited to) where applicable the Registration Evaluation and Authorisation of Chemicals (REACH) regime, the Waste Electrical and Electronic Equipment (WEEE) regime, the Restriction of Hazardous Substances in Electronic and Electrical Equipment (RoHs) regime, the Batteries Directive, Classification

and Packaging of Substances and Mixtures (CLP) regime or any replacement, substantially similar or equivalent legislation.

8.2 If we send waste electrical equipment back to the supplier, the supplier shall bear the costs incurred for this and shall ensure that it is disposed of in an environmentally friendly manner.

9. Confidentiality, reference ban

9.1 The supplier shall use confidential information, in particular the terms of our order and the content of the contractual relationship as well as documents, samples, sketches, business intentions, personal data, problems, data, software and/or problem solutions and other specific know-how made available by us (hereinafter collectively referred to as "Information"), during the term and after termination of the contractual relationship only within the scope of the cooperation for the contractual purposes and treat it confidentially, in particular not pass it on to third parties or use it for its own business purposes without authorisation; this shall apply irrespective of whether the Information is marked as confidential or not. Employees of the supplier may only have access to information if and to the extent that they require the specific information to fulfil their duties. The supplier shall obligate its employees and any subcontractors to the same extent as it has obligated itself to us

9.2 This confidentiality obligation does not apply to information that

- were already known to the supplier outside the contractual relationship;
- lawfully acquired from third parties;
- are or will become generally known or state of the art;
- be authorised by us in text form for use;
- must be disclosed due to mandatory legal regulations;
- must be disclosed due to incontestable court or official orders, but then only if the supplier - insofar as permissible without violating the order - has informed us of this prior to disclosure and only to the extent required by the order.

9.3 Upon termination of the contractual relationship at the latest, the supplier shall return all confidential documents and information without being requested to do so or destroy them at our request and provide us with proof thereof.

9.4 In the event of a culpable breach of this confidentiality obligation, the supplier undertakes to pay liquidated damages in the amount of twenty-five thousand pounds sterling (£25,000) in each individual case. The invocation of a continuation connection is

excluded. The supplier shall have the right to prove that no damage or only less damage than the lump sum was incurred in the specific case. We also reserve the right to provide evidence of higher damages. This section shall survive the termination of the order.

9.5 The supplier shall comply with the relevant data protection regulations, in particular if it is granted access to our premises or to our IT systems. It shall ensure that its employees and third parties working for it also comply with these provisions, in particular that they are obliged to maintain data secrecy before commencing their work.

9.6 The supplier is not authorised to use our name, brand, logo or corporate design for advertising purposes without our express consent. Consent must be given in text form to be effective.

10. Insurances

The supplier must take out appropriate liability insurance for the duration of the contract, including warranty periods and limitation periods for claims for defects, with conditions customary in the industry and a minimum cover of two million pounds sterling (£2,000,000) per claim and maintain it for the entire duration of the contractual relationship. Upon request, the supplier shall provide us promptly with suitable proof of the existence of the insurance cover.

11. Quality assurance, incoming goods inspection and combating counterfeit components

11.1 The supplier is obliged to maintain a quality management system ("QMS") which corresponds to the current state of the art. The supplier shall carry out inspections during production in accordance with its QMS. If we deem it necessary, we will agree an inspection plan with the supplier for a special preliminary stage inspection

11.2 The supplier shall carry out a final inspection of the products to ensure that only faultless goods are delivered.

11.3 We shall inspect the goods upon delivery to the extent reasonably practicable in the ordinary course of business. This inspection shall be limited to defects that are apparent on visual examination, including in discrepancies, in quantity, type or obvious transport damage, and shall include a review of the delivery documentation. Where acceptance testing has been contractually agreed, the obligations to inspect upon delivery shall not apply.

Any apparent defects discovered during such inspection must be notified to the supplier in writing within five (5) business days of delivery.

In the case of latent or hidden defects – that is defects which could not reasonably have been discovered during the initial inspection, we shall notify the supplier in writing within five (5) business days of the defect being discovered or from the time the defect ought reasonably to have been discovered, whichever is earlier.

Failure to notify the supplier within the specified timeframes may be deemed acceptance of the goods, unless the nature of the defect is such that it would be unreasonable to expect us to have discovered or reported it earlier.

Nothing in this clause shall exclude or limit our rights in respect of fraud, wilful, misconduct, or liability which cannot be excluded under applicable law.

11.4 Electronic components and other types of components and materials that have been tampered with, counterfeited or altered in any way to disguise or falsify their identity, origin, quality or performance shall be deemed to be counterfeit components. The supplier shall take reasonable measures to prevent the Contract Products from containing proven or suspected counterfeit components. The parties agree that reasonable measures shall include at least the following precautions:

- targeted pre-supplier qualification;
- the establishment of processes, tests and initial sample inspections for the early identification of counterfeit components;
- the implementation of an effective system for the management of counterfeit components;
- the establishment of a process that sorts out components suspected of being counterfeit until proven otherwise;
- a process flow that seamlessly documents all steps from the identification of a counterfeit component to its disposal;
- the establishment of a process to immediately and comprehensively inform the entire supply chain about the presence of counterfeit components, regardless of whether there is only a suspicion or proof.

12. Rights in the event of defects

12.1 The statutory provisions shall apply to our rights in the event of material defects and defects of title of the subject matter of the contract (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, unless otherwise stipulated below.

12.2 In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the subject matter of the contract has the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on the quality. It makes no difference to whether the product description originates from us, the supplier or the manufacturer.

12.3 If the supplier fails to fulfil its obligation to provide subsequent performance - at our discretion either by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves or have it remedied by a third party and demand reimbursement of the necessary expenses or a corresponding advance payment from the supplier. If subsequent fulfilment by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances immediately, if possible, in advance.

12.4 Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

12.5 If the supplier undertakes supplementary performance in the form of replacement deliveries or rectification of the subject matter of the contract in order to fulfil its warranty obligations within the limitation period, the limitation period - in relation to the defects underlying the supplementary performance and their causes - shall begin to run anew at the time at which the supplier has completely fulfilled our claims for supplementary performance, unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to take the measure, but only carried out the replacement delivery or rectification as a gesture of goodwill.

12.6 The costs incurred by the supplier for the purpose of inspection and rectification (including any removal and installation costs) shall be borne by the supplier even if it transpires that there was in fact no defect. Our liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

13. Statute of limitations

13.1 The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

13.2 Notwithstanding Limitation Act 1980, the limitation period for material defects and defects of title shall be six years from the transfer of risk. If acceptance has been agreed or is provided for by law, the limitation period shall commence upon acceptance.

13.3 The limitation periods under sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period as per the Limitations Act 1980 shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

14. Product liability

14.1 If claims are asserted against us by third parties on the basis of product liability law due to defects in the contractual products or other causes originating from the supplier's area of responsibility, the supplier shall indemnify us against such claims to the extent that the supplier itself would be liable if it had supplied the third party directly. The claim for indemnification shall also include the necessary costs of an appropriate legal defence.

14.2 If we have to assume that, due to defects in the contractual products or other causes within the supplier's area of responsibility, it is necessary to carry out recall actions or other measures to prevent damage, the supplier shall reimburse us for the necessary costs and expenses. We shall inform the supplier of the content and scope of recall measures prior to their initiation – as far as possible and reasonable – and give the supplier the opportunity to comment.

14.3 Any further claims on our part shall remain unaffected.

14.4 The supplier undertakes to take out sufficient, worldwide product liability insurance, including recall cost insurance, with a sum insured of at least ten million pounds sterling (£10,000,000) unless agreed otherwise, to cover the risks of product liability arising from

the contractual products, including those arising from counterfeit components. Upon request, the supplier shall provide us with corresponding proof of insurance and inform us immediately and without being asked of any circumstances affecting this insurance cover. This section shall survive termination of the order.

15. Property rights, exemption

15.1 Insofar as we provide the supplier with plans, documents, sketches or other information for the provision of its services, the supplier shall receive the simple, non-transferable, non-sublicensable right of use, revocable at any time and limited to the duration of the order processing, for use for the purpose of the contract. The right of use does not include reproduction, distribution, processing or making available to the public. The information may neither be passed on to third parties nor used for the processing of orders from other customers.

15.2 Insofar as new results capable of being protected by industrial property rights arise from the co-operation, the parties shall reach a separate agreement on their registration and use, in which the shares of the respective development work are to be appropriately taken into account. However, we shall acquire at least a non-exclusive right to use the subject matter of the property right free of charge and without restriction in terms of time, content and location.

15.3 The supplier warrants that the contractual worldwide utilisation of its deliveries and services by us or our customers does not conflict with any third-party property rights. If a third party asserts a claim against us for infringement of property rights, the supplier shall indemnify us against all claims in this respect. The claim for indemnification shall also include the necessary costs of a reasonable legal defence. In the event of a claim, we shall inform the supplier immediately after becoming aware of it, and we shall support the supplier to a reasonable extent in the defence against the claims.

15.4 If the contractual use of the subject matter of the contract is impaired by third-party industrial property rights, the supplier shall be obliged, without prejudice to its other contractual and statutory obligations, either to obtain a licence from the holder of the industrial property right at its own expense after consultation with us or to modify the components of the subject matter of the contract that conflict with the third-party industrial property right in such a way that they fall outside the scope of protection but still comply with what has been agreed with us.

16. Spare parts and consumables

The supplier shall ensure that our supply or the supply of our customers with spare parts and consumables for the contractual products is guaranteed for a further ten years after the last series delivery at reasonable, customary conditions.

17. Provision

17.1 If we provide the supplier with materials, devices or tools for the manufacture of the contractual products, they shall remain our property. If such materials, devices or tools are procured or manufactured by the supplier on our behalf, we shall acquire ownership upon payment of the agreed price. The tools, which the supplier shall label with a clearly visible and permanent indication of ownership, shall remain the property of the supplier for the duration of the contractual relationship.

17.2 The supplier shall be responsible for the proper maintenance and insurance of the materials, equipment and tools. Unless the parties agree otherwise, the costs incurred by the supplier for this shall be included in the agreed product price.

17.3 We may at any time demand the return of the items owned by us, unless the supplier requires these items to fulfil its contractual obligations towards us. The supplier expressly waives any right of retention on any legal grounds whatsoever.

17.4 The supplier is not authorised to use materials, devices or tools provided by us for orders of other customers or other third parties.

18. Code of Conduct, conflict materials

18.1 The supplier undertakes to take note of and comply with the "Code of Conduct for Suppliers of Rittal-CSM Ltd" (hereinafter referred to as the "Code of Conduct"), which is available for download at https://www.rittal.com/uk-en/Company/Global-Sourcing. The values of the Friedhelm Loh Group, to which we belong, enshrined therein are binding for the supplier in the fulfilment of the contract.

18.2 The supplier undertakes to disclose whether the raw materials columbite-tantalite, cassiterite, gold or wolframite are contained in the contractual products. If this is the case, the supplier shall disclose their origin and the supply chain up to the place of origin.

19. Due diligence obligations in the supply chain

19.1 The supplier undertakes to take all measures that are appropriate, necessary and reasonable to ensure compliance with the human rights and environmental obligations in

the supply chain specified in the Code of Conduct. The supplier shall include in the contracts with its suppliers' provisions on compliance with the human rights and environmental obligations in accordance with the Code of Conduct, which ensure that the same or at least equivalent requirements or specifications also apply in this relationship.

19.2 The supplier's obligation to comply with other or further-reaching obligations under applicable laws, European regulations and/or international conventions shall remain unaffected.

19.3 Upon request, the supplier shall immediately provide us with all necessary information and, upon our request and provision of corresponding access, enter it into an ERP system that enables us to assess the risks of a violation of the human rights and environmental obligations specified in the Code of Conduct at the supplier itself and its own direct and indirect suppliers within the supply chain.

19.4 In the event of a breach of the human rights and/or environmental obligations set out in the Code of Conduct and/or applicable laws or if there is a fact-based suspicion of such a breach within the supplier's supply chain, the supplier must inform us immediately of the relevant circumstances and inform us of the remedial measures it is taking to remedy the breach and prevent future breaches.

19.5 If, in individual cases, we request information from the supplier about existing human rights or environmental risks and/or insight into the supplier's production process or service provision, and the documents and processes relating to the subject matter of the contract for the purpose of verifying compliance with the obligations described in the Code of Conduct, the supplier undertakes to provide such information truthfully and to allow inspections or audits in its respective business areas and to provide all reasonable support. The supplier's obligation to provide information and to allow inspections or audits also exists if we need the information to ensure our own compliance or to support our own reporting. We will only carry out an inspection or audit with prior notice and during normal business hours. The supplier undertakes to provide all competent authorities in the United Kingdom and abroad with complete and timely information in accordance with the applicable law and to inform us in text form of such requests for information insofar as they relate to the subject matter of the contract.

19.6 The supplier shall, if necessary, organise appropriate training and further training courses that are suitable for instructing its employees on the necessary compliance with the human rights and environmental requirements contained in the Code of Conduct and to enable them to enforce these requirements in the supply chain. At our request, the

supplier shall, at its own expense, send suitable employees to participate in topic-related training and further education offered by us.

19.7 If the supplier does not fulfil its above obligations or does not fulfil them on time or in full, we shall be entitled to terminate the contract without notice. To be effective, the notice of cancellation must be in writing, including email or other electronic communication, provided it is accessible for future reference. We may refrain from terminating the contract if the supplier provides evidence that it has taken immediate measures to remedy the breach in question and has established specific precautions in its business area to prevent future breaches.

19.8 The supplier shall indemnify us, our legal representatives, bodies and employees against all claims asserted by third parties due to violations of the human rights and environmental obligations entered into by the supplier. The indemnification claim also includes fines and the necessary costs of an appropriate legal defence. We shall inform the supplier immediately of the assertion of such claims.

19.9 The supplier agrees that we may amend the requirements set out in the Code of Conduct at any time during the term of the contract if the legal situation, an enforceable official order or the result of a risk analysis carried out so requires. We will inform the supplier in text form of any updates to the Code of Conduct and make the current version available on our website. The supplier shall promptly take appropriate measures to implement amended or supplemented requirements in its business area.

20. Export Compliance / Customs

20.1 The supplier shall fulfil all requirements of the applicable national, European and international export, export control, embargo, transfer and customs regulations for export, import, transit or re-export or an intra-Community transfer (hereinafter the "Export and Customs Regulations"). In good time before delivery of the ordered goods or immediately after a change has been made with regard to the points listed below, the supplier must provide all data, documents and information required to comply with the export and customs regulations immediately, unsolicited, free of charge and in a customary manner on its business papers or in digital form.

20.2 The supplier shall provide the following information in particular:

- the applicable United Kingdom, European or US export control export list numbers for goods subject to export authorisation,
- the commercial origin of goods,

- the commodity code (at least 8 digits) and
- at our express request
  - preference certificates, certificates of origin and (long-term) supplier declarations and
  - any other documents and data in accordance with the respective valid and applicable legal requirements for foreign trade.

20.3 Reference is made to the supplier's obligation under Article 11 (9) EU Dual-Use Regulation 2021/821, labelling of foreign trade data on the relevant commercial and accompanying documents), Export Control Act 2022 & Export Control Order

20.4 The supplier assures that the contractual products to be delivered are not raw materials or contain raw materials that are subject to import bans.

20.5 The supplier assures that at the time of signing this contract it is not subject to any sanctions in accordance with the applicable export regulations (e.g. under United Kingdom, European or US law). The supplier shall inform us immediately in writing if it is subject to sanctions during the term of this contract in accordance with the above export regulations.

21. Termination

21.1 Notwithstanding 9.1, 9.3 and 19.7 of these Terms & Conditions, if contractual products and services offered by the supplier, or if they are standard or stock items, we can, by notice to supplier, at any time up to delivery cancel our commitment to buy them. Any other commitment of ours to receive and pay for contractual products and services may be cancelled by as follows. We will be bound to reimburse the supplier for all irrecoverable costs incurred or unavoidably committed, by the supplier up to the point of cancellation. By “costs” it is meant for this purpose the direct costs to the supplier for the production of our requirements, to an aggregate amount not exceeding 80% of the purchase price for the cancelled commitment. We will be entitled, if we wish it, to the benefit of the part finished product in question.

21.2. We may suspend performance, or cancel, or suspend and then at any subsequent time cancel, the contract without any liability to the supplier, if the supplier breaches its terms, or if the supplier’s business fails.

21.3. The supplier's business will be treated for this purpose as having failed if:

21.3.1 The supplier makes a voluntary arrangement with its creditors;

21.3.2 **(**being and individual or firm) The supplier becomes bankrupt;

21.3.3 (being a company) The supplier becomes subject to an administration order or go into liquidations;

21.3.4 Any third party takes possession of, or enforces rights over, any of the supplier's property or assets under any form of security;

21.3.5 The supplier stops or threatens to stop carrying out business;

21.3.6 The supplier suffers any process equivalent to any of these, in any jurisdiction; or

21.3.7 We reasonably believe that any of the events mentioned above is about to occur and we notify the supplier accordingly.

21.4. Any right of cancellation or suspension under this section is additional to any rights available to us under the law of any relevant jurisdiction.

22. Final provisions

22.1 The courts located in Plymouth, England, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).

22.2 These Terms and Conditions and all legal relationships between the supplier and us shall be governed by and construed in accordance with the laws of England and Wales.