



PURCHASE ORDER

TERMS & CONDITIONS

1. INTERPRETATION

1.1 In the Contract the following definitions shall apply.

Applicable Laws	Means all laws or regulations, regulatory policies, guidelines, industry codes or any other rules which relate to the supply of the Goods and/or Services from time to time and which are in force in the Supplier's territory or the territory to which the Goods are to be delivered;
Business Day	a day other than a Saturday, Sunday or public holiday when banks in China are open for business;
Calendar Day	any day of a year;
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 17.7;
Contract	the contract between Snowco and the Supplier for the sale and purchase of the Goods and/or the supply of Services in accordance with these Conditions;
Data Protection Legislation	all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the China and UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy
Deliverables	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
Delivery Date	the date specified in the Order;

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ADD: F16 Guolian Plaza, No.259, Wanma Rd, Linan District, Hangzhou 311300, China



Delivery Location	the address for delivery of Goods as set out in the Order;
Goods	the goods (or any part of them) set out in the Order;
Incoterms	means the Incoterms 2020 as they may be updated from time to time;
SNOWCO	means either, as set out in the Order: 1. SNOWCO INGREDIENTS LTD a company registered in England and Wales with registered company number 12299296 and whose registered address is at Chase Business Centre,39-41 Chase Side, London, United Kingdom,N14 5BP; 2. SNOWCO INDUSTRIAL CO.,LTD a company registered in Hong Kong China with registered company number 60249074 whose registered address is at Unit 04, 7/F Bright Way Tower, 33 Mong Kok Rd, Kl, Hongkong; or 3. SNOWCO (HANGZHOU) BIOTECHNOLOGY CO., LTD a company incorporated in China with company number 91330185MA2B0CCXXU whose principal place of business is at F16 Guolian Plaza, No.259, Wanma Rd, Linan District, Hangzhou 311300, China;
Order	Snowco's order for the Goods and/or Services, as set out in Snowco's purchase order form;
Services	the services (or any part of them) as set out in the Order;
Specification	any specification for the Goods and/or Services that is agreed in writing by Snowco and the Supplier;
Supplier	the person or firm from whom Snowco purchases the Goods and/or Services.

- 1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.3 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 A reference to writing or written includes emails.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by snowco to purchase the Goods and/or Services in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
- 2.3.1 the Supplier issuing a written acceptance of the Order; or
 - 2.3.2 the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.
- 2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3 THE GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
- 3.1.1 correspond with their description and, if applicable any:
 - 3.1.1.1 Specification; and/or
 - 3.1.1.2 sample of the Goods provided by the Supplier to Snowco and which Snowco have approved in writing to the Supplier;
 - 3.1.2 be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by Snowco expressly or by implication, and in this respect Snowco relies on the Supplier's skill and judgement;
 - 3.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so after delivery; and
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract.

- 3.3 The Supplier warrants and represents that any technical information given by it to Snowco in connection with the Goods will be true and accurate in all respects and acknowledges and agrees that Snowco will rely on such information in its use of the Goods. The Supplier undertakes that it shall immediately inform Snowco on becoming aware that any such technical information provided is untrue or otherwise inaccurate.
- 3.4 Snowco may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.5 If following such inspection or testing Snowco considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Snowco shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.6 Snowco may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY

4.1 The Supplier shall ensure that:

- 4.1.1 the Goods are properly packed and secured in accordance with any packaging specification notified by snowco to the Supplier (if applicable) and in all circumstances in accordance with best industry standards and in such manner as to enable them to reach their destination in good condition;
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- 4.1.3 each delivery must be accompanied by such additional certification and other documentation as may be specified by Snowco in the Order; and
- 4.1.4 if the Supplier requires Snowco to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier



- 4.2 In addition, the Supplier shall ensure that all Goods which are to be subject to customs clearance are correctly categorized for the purpose of such customs clearance.
- 4.3 The Supplier shall deliver the Goods, unless otherwise agreed in writing between the parties:
- 4.3.1 on the Delivery Date;
 - 4.3.2 at the Delivery Location and;
 - 4.3.3 during Snowco's normal business hours,
- and time for delivery shall be of the essence for the purposes of the Contract.
- 4.4 Delivery of the Goods shall be in accordance with the Incoterm stated in the Order.
- 4.5 The Supplier shall not deliver the Goods in instalments without Snowco's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle Snowco to the remedies set out in clause 6.

5. THE SERVICES

- 5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Snowco in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:
- 5.3.1 co-operate with Snowco in all matters relating to the Services, and comply with all instructions of Snowco;
 - 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;



- 5.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that Snowco expressly or impliedly makes known to the Supplier;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Snowco, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all licenses and consents which may be required for the provision of the Services;
- 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Snowco's premises or such other premises where the Services are to be performed;
- 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Snowco to the Supplier (**Snowco's Materials**) in safe custody at its own risk, maintain Snowco's Materials in good condition until returned to Snowco, and not dispose or use Snowco's Materials other than in accordance with the Snowco's written instructions or authorization;
- 5.3.10 not do or omit to do anything which may cause Snowco to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Snowco may rely or act on the Services; and
- 5.3.11 comply with any additional obligations as may be set out in the Specification.

6. REMEDIES

6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Snowco shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights and remedies:

- 6.1.1 to terminate the Contract (either in whole or in part) with immediate effect by giving written notice to the Supplier;

- 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 6.1.3 to recover from the Supplier any costs incurred by snowco in obtaining substitute goods and/or services from a third party;
- 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- 6.1.5 to claim damages for any additional costs, loss or expenses incurred by snowco which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Goods do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, snowco may exercise any one or more of the following remedies:

- 6.2.1 to terminate the Contract (in whole or in part);
- 6.2.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- 6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.2.5 to recover from the Supplier any costs incurred by snowco in obtaining substitute goods from a third party; and
- 6.2.6 to claim damages for any other costs, loss or expenses incurred by snowco which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

6.3 In addition to snowco's rights as remedies as set out in clause 6.2, where snowco is unable to accept the delivery of any Goods because, acting in its absolute discretion, it believes that the Goods are contaminated or otherwise unfit to be accepted into the Delivery Location, snowco may store such rejected Goods in third party storage pending collection by the Supplier. Where snowco does this it may recover all costs it incurs (including any transportation costs) in so doing from the Supplier.



6.4 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3 then, without limiting or affecting other rights or remedies available to it, snowco shall have one or more of the following rights and remedies:

- 6.4.1 to terminate the Contract (either in whole or in part) with immediate effect by giving written notice to the Supplier;
- 6.4.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- 6.4.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- 6.4.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 6.4.5 to recover from the Supplier any expenditure incurred by snowco in obtaining substitute services or deliverables from a third party; and
- 6.4.6 to claim damages for any additional costs, loss or expenses incurred by snowco arising from the Supplier's failure to comply with clause 5.3.

6.5 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6.6 snowco's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law

7. TITLE AND RISK

7.1 Title and risk in the Goods shall pass to snowco on completion of delivery, delivery occurring in accordance with the relevant Incoterm as set out in the Order.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Order.

8.2 The price of the Goods:

8.2.1 excludes amounts in respect of value added tax (VAT), which snowco shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

8.2.2 subject to the Incoterm stated in the Order, includes:



- 8.2.2.1 the costs of packaging
- 8.2.2.2 insurance;
- 8.2.2.3 carriage of the Goods; and
- 8.2.2.4 all customs charges, levies, tariffs and duties payable on the transit of the Goods.

8.3 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by snowco, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.4 The Supplier may invoice snowco for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after snowco confirms to the Supplier that the Goods comply with the terms of the Contract. In respect of Services, the Supplier shall invoice snowco on completion of the Services. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, snowco's order number, the Supplier's VAT registration number and any supporting documents that snowco may reasonably require.

8.5 No extra charges shall be effective unless agreed in writing with snowco.

8.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow snowco to inspect such records at all reasonable times on request.

8.7 snowco shall pay correctly rendered invoices, unless otherwise agreed in writing by the parties, within 30 Calendar Days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier

8.8 snowco may at any time, without notice to the Supplier, set off any liability of the Supplier to snowco against any liability of snowco to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, snowco may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by snowco of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Unless otherwise agreed in writing between the parties, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any of snowco's Materials) shall be owned by the Supplier.
- 9.2 The Supplier grants to snowco, or shall procure the direct grant to snowco of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding snowco's Materials) for the purpose of receiving and using the Services and the Deliverables.
- 9.3 snowco grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by snowco to the Supplier for the term of the Contract for the purpose of providing the Services to snowco.
- 9.4 All snowco's Materials are the exclusive property of snowco.

10. PRODUCT RECALL

- 10.1 The Supplier shall provide all assistance required by snowco where any products sold, or otherwise disseminated by snowco which incorporate the Goods have to be recalled as a result of any defect in the Goods (or any part of them) supplied by the Supplier under the Contract.
- 10.2 All such assistance required by snowco under clause 10.1 shall be at the Supplier's sole expenses.

11. INDEMNITY

- 11.1 The Supplier shall indemnify snowco against, and covenant to pay to snowco, an amount equal to:

- 11.1.1 all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that snowco does or will incur or suffer; and
- 11.1.2 all claims or proceedings made or brought or threatened against snowco by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses snowco does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings,

in each case arising out of or in connection with:

- 11.1.3 any claim made against snowco for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply or use of the Goods and/or Services, to the extent that the



claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

11.1.4 any claim made against snowco by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Services, to the extent that the defects in the Goods and/or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

11.1.5 any claim made against snowco by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;

11.1.6 any recall by snowco of any product incorporating any Goods (in whole or in part) supplied by the Supplier to snowco in non-conformance with the terms of the Contract; and

11.1.7 the Supplier's breach of:

11.1.7.1 clause 3.3;

11.1.7.2 clause 4.1;

11.1.7.3 clause 4.2; and

11.1.7.4 clause 15.

11.2 snowco will not be under any obligations to mitigate, or procure the mitigation or, any of the losses, liabilities, costs, damages and expenses to which the indemnity in clause 11.1 applies.

11.3 This clause 0 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY

12.1 Nothing in the Contract shall limit or exclude the snowco's liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation; or



12.1.3 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

12.2 Subject to clause 12.1, snowco shall not be liable to the Supplier, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

12.2.1 loss of profits;

12.2.2 loss of sales or business;

12.2.3 loss of agreements or contracts;

12.2.4 loss of anticipated savings;

12.2.5 loss of use or corruption of software, data or information;

12.2.6 loss of damage to goodwill; and/or

12.2.7 any indirect or consequential loss.

12.3 Subject to clause 12.1 and 12.2, the snowco's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100% of the price paid or payable for the Goods and/or Services under the Contract.

12.4 This clause 13 shall survive termination of the Contract.

13. INSURANCE

13.1 During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on snowco's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. CONFIDENTIALITY

14.1 Each party undertakes that it shall not at any time disclose to any person any information of a confidential nature concerning the business, affairs, snowcos, clients or suppliers of the other party (Confidential Information) except as permitted by clause 14.2.

- 14.2 A party may disclose the other party's Confidential Information:
- 14.2.1 to its employees, officers, agents, representatives or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with the Contract (and shall ensure that its employees, officers, representatives or advisers to whom it discloses Confidential Information materially comply with this clause 14.2); and
 - 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Neither party shall use the other's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15. COMPLIANCE WITH RELEVANT LAWS

- 15.1 In performing its obligations under the Contract, the Supplier shall comply with all Applicable Laws, statutes, regulations and codes from time to time in force; and
- 15.2 snowco may immediately terminate the Contract for any breach of this clause 16 by the Supplier

16. TERMINATION

- 16.1 snowco may terminate the Contract in whole or in part at any time before delivery of the Goods or completion of performance of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. snowco shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 16.2 Without limiting its other rights or remedies, snowco may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 16.2.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven Calendar Days of the Supplier being notified in writing to do so;
 - 16.2.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the



court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.2.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.2.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

16.2.5 the Supplier's financial position deteriorates to such an extent that in snowco's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

16.3 If applicable, on termination of the Contract, the Supplier shall immediately deliver to snowco all Deliverables whether or not then complete, and return all snowco's Materials. If the Supplier fails to do so, then snowco may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

16.5 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

17. GENERAL

17.1 snowco may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

17.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of snowco.

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



- 17.4 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.
- 17.5 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 17.6 Nothing in the Contract seeks to limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 17.7 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.8 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.9 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 17.10 The Contract does not give rise to any rights under this Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.11 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 17.12 Each party shall comply with its obligations under the Data Protection Legislation to the extent that the Data Protection Legislation applies to the Contract.

18. NOTICES

- 18.1 Notice given under the Contract shall be in writing, sent to such addresses as specified in the Order (or to such other addresses as may be notified by the parties from time to time) and shall be delivered personally, sent by email or sent by pre-paid, first-class post or recorded delivery.

- 18.2 A notice is deemed to have been received:
- 18.2.1 if delivered personally, at the time of the delivery;
 - 18.2.2 in the case of email, 9.00am the Business Day following transmission;
 - 18.2.3 in the case of airmail, five Business Days following the date of posting;
or
 - 18.2.4 in the case of prepaid first class post or recorded delivery two Business Days following the date of posting,
- 18.3 To prove service, it is sufficient to prove that the notice was transmitted by email, to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed.
- 18.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 19. DISPUTE RESOLUTION**
- 19.1 Any dispute, controversy or claim arising out of or relating to the Contract, including any question regarding its breach, existence, validity or termination or the legal relationships established by the Contract (**Dispute**) shall be resolved in accordance with this clause 20.
- 19.2 In the first instance the parties shall consult in an attempt to reach an agreement in relation to the Dispute (**Consultation**).
- 19.3 If the parties fail to reach agreement through Consultation, they agree to enter into mediation to settle the Dispute and will do so in accordance with the Law of the People's Republic of China on Mediation (a copy of which is available from the Chinese Court Net website:<https://www.chinacourt.org/law/detail/2010/08/id/144421.shtml>). To initiate the mediation a party must give notice in writing to the other party to the Dispute, referring the Dispute to mediation, Unless otherwise agreed.
- 19.4 Unless otherwise agreed, the mediation will take place not later than 30 Calendar Days after the date of the ADR Notice. No party may commence any court proceedings or arbitration process in relation to any Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. If, following Consultation and mediation



the Dispute continues, it shall, subject to clause 19.7 be finally resolved by arbitration pursuant to clauses 19.5 and 19.6.

19.5 It is agreed that:

19.5.1 to initiate arbitration a party (**Initiating Party**) must give notice in writing (**Arbitration Notice**) to the other party (**Receiving Party**) referring the Dispute to arbitration;

19.5.2 the Arbitration Notice shall set out the nature of the Dispute and the names of three proposed arbitrators;

19.5.3 the Receiving Party, within 14 Calendar Days of receipt of the Arbitration Notice, shall respond in writing to the Initiating Party (**Response**) either:

19.5.3.1 approving the appointment of one of the three arbitrators proposed by the Initiating Party in the Arbitration Notice; or

19.5.3.2 proposing the names of three alternative arbitrators.

19.5.4 the Initiating Party shall, within 14 Calendar Days of receipt of the Response, either:

19.5.4.1 confirm their approval, in writing to the Receiving Party, of one of the arbitrators proposed in the Response; or

19.5.4.2 notify the Receiving Party in writing that none of the arbitrators proposed in the Response are approved.

19.5.5 In the event of the Initiating Party sending notice to the Receiving Party pursuant to clause the 19.5.4.2, either party may apply to people's mediation committees for the appointment of an arbitrator. The decision of the appointed arbitrator shall be final and binding upon the parties.

19.6 In every case, the following shall apply:

19.6.1 the arbitration shall be conducted by a single arbitrator pursuant to the provisions of the Arbitration Act;

19.6.2 the seat of the arbitration shall be China;

19.6.3 China law shall govern the arbitration; and

19.6.4 the language of the arbitration shall be China.

19.7 Nothing in clauses 19.5 to 19.7 shall prohibit either party from applying for urgent injunctive relief from any Court of competent jurisdiction.

20. GOVERNING LAW AND JURISDICTION

20.1 Each party expressly agree to exclude the provisions of the United Nations Convention on Contracts for the International Sale of Goods from the Contract.

20.2 Subject to clause 20, 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 construed in accordance with the law of China.

20.3 Each party irrevocably agrees that the courts of China 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.

