

TERMS AND CONDITIONS FOR THE SUPPLY OF THIRD-PARTY PRODUCTS AND SERVICES

The Customer's attention is particularly drawn to **clause 11 (Limitation of liability)**.

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following terms shall have the following meanings unless and except to the extent that the context requires otherwise:

Business Day: a day, other than a Saturday, Sunday or public holiday in the Cayman Islands, when banks are open for non-automated commercial business in George Town, Grand Cayman, Cayman Islands.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.11.

Contract: the contract between the Supplier and the Customer for the supply of the Goods and the Services on, and subject to, these Conditions.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and the expression “**Change of Control**” shall be interpreted accordingly.

Customer: the person, company or firm specified in the Signed Quote as the “Bill To Name”.

Force Majeure Event: has the meaning given to it in clause 15.

Goods: the hardware, software and other physical items (if any) specified in the Signed Quote (or any part thereof).

Services: the subscriptions and/or services (if any) specified in the Signed Quote (or any part thereof).

Signed Quote: the Supplier's quote signed by the Customer.

Supplier: eShore Ltd, a company registered in the Cayman Islands whose principal place of business is at 6 Albert Panton Street, PO Box 2013 KY1-1105, Grand Cayman, Cayman Islands.

Tax: any goods, sales, use, excise, export, stamp, transfer or other tax from time to time.

Third-Party Supplier: an original manufacturer or provider/distributor of Goods and/or the Services (as the case may be).

Third-Party Supplier User Terms: any Third-Party Supplier terms applicable to the supply and/or use of any Service(s) (whether an end user licence agreement, terms of use, acceptable use policy, licence agreement and/or similar) that are:

- (a) specified on the Signed Quote; and/or
- (b) notified to the Customer by the Third-Party Supplier as applicable to, or which the Customer is required to accept, for the supply and/or use of any Services from time to time.

1.2 In the Contract:

- (a) headings shall not affect the interpretation of the Contract;
- (b) references to clauses are to clauses of these Conditions;
- (c) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (d) a reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (e) a reference to a party includes its personal representatives, successors and permitted assigns;
- (f) unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular and a reference to one gender shall include a reference to the other genders;
- (g) a reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision;
- (h) any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; and
- (i) a reference to **writing** or **written** excludes fax or email.

2. BASIS OF CONTRACT

- 2.1 The Signed Quote constitutes an offer by the Customer to purchase the Goods and the Services on, and subject to, these Conditions. The Customer is responsible for ensuring that the terms of the Signed Quote are complete and accurate.
- 2.2 The Signed Quote shall be deemed to be accepted by the Supplier when the Supplier receives the Signed Quote from the Customer, on which date the Contract shall come into existence.
- 2.3 Any advertising, illustrations and/or descriptions of any goods or services that are provided, issued or published by the Supplier are for the sole purpose of giving an approximate idea of the goods and/or services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms, conditions or provisions that the Customer may seek to impose or incorporate (whether by way of a Customer purchase order or otherwise).
- 2.5 Any quote given by the Supplier shall not constitute an offer and is only valid for a period twenty (20) Business Days from its date of issue unless specified otherwise
- 2.6 All of these Conditions shall apply to the supply of both the Goods and the Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document(s) of the Customer (whether a Customer purchase order or otherwise) that is inconsistent with these Conditions.

3. SUPPLIER AS RESELLER

- 3.1 The Customer acknowledges that the Supplier is a reseller of the Goods and the Services (and not a manufacturer or provider of any of the Goods and/or the Services, as the case may be).
- 3.2 Accordingly, the Supplier shall procure the supply to the Customer of the Goods and the Services, and the Customer shall pay to the Supplier the price for the Goods and the Services, in accordance with the Contract. Otherwise:
- (a) the Customer's contract for the supply of the Goods and the Services shall be with the relevant Third-Party Supplier;
 - (b) the Supplier shall have no responsibility for, or liability to the Customer in connection with, the Goods or the Services or their supply; and
 - (c) the Customer's only rights and remedies in respect of the Goods and the Services shall be any rights and remedies that the Customer may have pursuant to its contract(s) with Third-Party Supplier(s).
- 3.3 Unless the parties have agreed otherwise and entered into a separate agreement in respect of the same, the Supplier provides no services of any kind (whether technical support, warranty support, software updates or otherwise) in connection with the Goods and/or the Services.
- 3.4 The Supplier does not itself grant any right and/or licence to the Customer to use any Services.
- 3.5 The Supplier provides no warranty:
- (a) that any Goods or any Services will:
 - (i) comply with any description or specification;
 - (ii) be free from material defects in design, material and/or workmanship; or
 - (iii) meet the Customer's requirements (including compliance with any laws applicable to the Customer and/or its business);
 - (b) as to the quality, fitness for purpose, functionality, reliability, integrity, accuracy, performance or compliance with any laws, of any Goods or any Services; and
 - (c) that any Goods or any Services, or their supply to, receipt by and/or use by the Customer, will not infringe the rights (including any intellectual property rights) of any third party.

4. THIRD-PARTY SUPPLIER USER TERMS

- 4.1 The Customer acknowledges that the use and provision of the Services will be on, and subject to, Third-Party Supplier End User Terms License Agreement (EULA). The Customer:
- (a) shall (and shall procure that its employees, officers, agents, representatives, subcontractors and suppliers shall) comply with all Third-Party Supplier User Terms applicable to the Services; and
 - (b) acknowledges that the supply of the Services may be suspended if the Customer does not comply with clause 4.1(a).

- 4.2 If any term for which any Service(s) supplied is subject to automatic renewal and the Customer does not wish such Service(s) to renew automatically, the Customer shall provide to the Supplier written notice as specified on the Third-Party Supplier's EULA and/or quotation terms before the date on which the automatic renewal is to take effect.
- 4.3 The Customer shall indemnify the Supplier and its officers, directors and employees for and against any and all liabilities, claims, losses, damages, expenses (including reasonable legal fees) and costs suffered by them as a result of the Customer's failure to comply with clause 4.1 and/or 4.2 (including any fees payable by the Supplier in respect of any automatic renewal of any Service(s)).

5. DELIVERY OF GOODS

- 5.1 The Customer acknowledges that the Goods will be delivered by the relevant Third-Party Supplier(s) and/or their carriers from time to time (and not by the Supplier).
- 5.2 The Supplier shall procure that the Goods are delivered to the location set out in the Signed Quote or such other location as the parties may agree ("**Delivery Location**").
- 5.3 Delivery of the Goods shall be deemed to be completed on the conclusion of unloading of the Goods at the Delivery Location.
- 5.4 Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence.
- 5.5 The Supplier shall not be liable for any delay in delivery of the Goods for any reason whatsoever.
- 5.6 If the Goods are not delivered due to circumstances arising after the Goods have passed into the custody of the carrier, the Supplier shall bear no liability in respect thereof, as risk in the Goods shall have passed to the Customer at the point of transfer into the carrier's custody. The Customer's only rights and remedies in respect to delivery of Goods shall be any rights and remedies that the Customer may have pursuant to its contract(s) with Third-Party Supplier(s).
- 5.7 Notwithstanding the foregoing, the Supplier may, at its sole discretion and without assuming any liability, use reasonable endeavours to assist the Customer in arranging an alternative shipping solution.
- 5.8 The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. TITLE TO AND RISK IN GOODS

- 6.1 The risk in the Goods shall pass to the Customer immediately upon the Goods passing into the custody of the carrier, irrespective of whether the carrier is engaged by the Supplier or the Customer. Thereafter, the Supplier shall bear no liability for loss, damage, or delay to the Goods during transit, and the Customer shall be solely responsible for all such risks.
- 6.2 Title to the Goods shall not pass to the Customer until the later of:
- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods [and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due], in which case title to the Goods shall pass at the time of payment [of all such sums]; and

- (b) title to the Goods passes to the Supplier from the applicable Third-Party Supplier(s) pursuant to the terms of the Supplier's agreement(s) with such Third-Party Supplier(s).

6.3 Subject to clause 6.4, the Customer may use the Goods in the ordinary course of its business (but not otherwise) before title to the Goods passes to the Customer pursuant to these Conditions.

6.4 At any time before title to the Goods passes to the Customer pursuant to these Conditions, the Supplier may require the Customer to deliver up all Goods and, if the Customer fails to do so promptly, the Supplier shall be entitled to commence legal proceedings against the Customer for the recovery of such outstanding sums, without prejudice to any other rights or remedies available to the Supplier at law.

7. SUPPLY OF SERVICES

7.1 The Customer acknowledges that the Services will be provided by the relevant Third-Party Supplier(s)

7.2 The Supplier shall ensure that the Services are provided to the Customer for the period specified in the Signed Quote.

7.3 Any dates quoted for supply of the Services are estimates only and time shall not be of the essence for the performance of the Services.

7.4 The Supplier shall not be liable for any delay in supply of the Services that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with any instructions or information that are relevant to the supply of the Services.

7.5 If the Services are not supplied, the Supplier's liability shall (subject to clause 11) be limited to issuing a refund of the price paid for the Services and, at the Supplier's discretion, using reasonable endeavours to provide a quotation for an alternative solution for the Customer.

7.6 Except to the extent that payment is required in advance for the Services pursuant to the Contract, the Customer may use the Services in the ordinary course of its business (but not otherwise) before it has paid for the Services pursuant to the Contract.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Contract;
- (b) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
- (c) comply with all applicable laws.

8.2 The Customer shall not resell (and shall not permit the resale of) any Goods and/or Services.

9. CHARGES AND PAYMENT

9.1 The price payable by the Customer for the Goods and the Services shall be:

- (a) subject to clause 9.2, the total fees set out in the Signed Quote; and

- (b) unless specified otherwise in a Signed Quote, exclusive of all costs and charges of packaging, insurance and transport (which shall be payable by, and invoiced to, the Customer in addition).
- 9.2 The Supplier reserves the right to increase the price for the Goods and/or the Services from time to time by giving written notice to the Customer to reflect any increase in the cost of the Goods and/or the Services (as the case may be) to the Supplier that is due to:
- (a) any factor beyond the Control of the Supplier (including foreign exchange fluctuations and increases in taxes and duties);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods and/or Services;
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier or Third-Party Supplier(s) adequate or accurate information or instructions; or
 - (d) any price increase(s) applied by any Third-Party Supplier(s).
- 9.3 All amounts payable by the Customer under the Contract are exclusive of any Taxes which may be chargeable, and/or payable, by the Supplier (which, if applicable, shall be payable by, and invoiced to, the Customer in addition at the applicable rate). Without prejudice to the previous sentence, the Customer shall be solely responsible for the payment of all other Taxes.
- 9.4 The Supplier may invoice the Customer for any sum(s) payable by the Customer at any time after the Supplier issues a written acknowledgement of the Signed Quote.
- 9.5 The Customer shall pay each invoice submitted by the Supplier:
- (a) In the currency according to the Signed Quote;
 - (b) in accordance with the payment terms set out in the Signed Quote; and
 - (c) in full and in cleared funds to a bank account nominated in writing by the Supplier (in the Signed Quote or otherwise),
- and time for payment shall be of the essence of the Contract.
- 9.6 Any applicable credit terms shall be at the Supplier's sole discretion. The provision of any credit terms on one occasion shall not entitle the Customer to be granted credit terms on any subsequent or other occasion(s).
- 9.7 Should the Customer fail to make a payment due to the Supplier under the Contract by the designated due date, the Customer acknowledges that the supply of the Goods and/or the Services may be suspended and that the Supplier shall be entitled to:
- (a) charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at the lower of: (i) the highest permissible rate, or (ii) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment.
 - (b) terminate the Contract pursuant to clause 12.2(a).
- 9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 9.9 If the Customer is required to make any deduction or withholding for or on account of tax from any payment due under the Contract ("**Tax Deduction**"):
- (a) the Customer shall account to the relevant tax authority for such Tax Deduction and shall provide evidence to the Supplier that it has so accounted; and
 - (b) the amount of the payment due under the Contract shall be increased so that the Supplier receives an amount equal to the amount that would have been received by it, had the Customer not been required to make any Tax Deduction.
- 9.10 The Customer and the Supplier shall co-operate to minimise the amount of any Tax Deduction. If following the making of a Tax Deduction, the Supplier acting in good faith determines that it (or any member of the Supplier's group) has received and retained any credit, relief or other benefit as a result of the Tax Deduction, the Supplier shall pay such amount to the Customer as the Supplier, acting in good faith, determines would leave the Supplier in the same position as if the Customer had not been required to make any Tax Deduction.

10. INSURANCE

- 10.1 The Supplier shall obtain and maintain such insurances as it is required to have in place pursuant to the laws of the Cayman Islands from time to time. The Supplier is under no obligation to obtain and/or maintain any other insurances.
- 10.2 The Customer is solely responsible for insuring against the risks associated with the supply to it and/or its use of the Goods and the Services from time to time (including any activities of any Third-Party Supplier(s)).
- 10.3 Should the Customer require additional indemnity insurance or dedicated cybersecurity insurance, the Customer shall provide the Supplier with not less than sixty (60) days' written notice of any such requirement and the Supplier may, upon the Customer's explicit written request, procure such insurance on the Customer's behalf and the full cost of such insurance shall be added to the Customer's invoices for Good(s) and/or Service(s) and shall be the sole responsibility of the Customer.

11. LIMITATION OF LIABILITY

- 11.1 References to liability in this clause 11 include any and all liability arising under or in connection with the Contract, including liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise.
- 11.2 Nothing in the Contract limits any liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any liability that legally cannot be limited.
- 11.3 Subject to clauses 11.2 and 11.4, the Supplier's total aggregate liability to the Customer shall not exceed:
- (a) where the liability arises in respect of Service(s) supplied on a periodic basis, the amount paid by the Customer pursuant to the Contract for the supply of the Service(s) for the period; and
 - (b) in all other cases, the amount paid by the Customer pursuant to the Contract.

- 11.4 Subject to clause 11.2, the Supplier shall not be liable for any:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of hardware, software, data or information;
 - (f) loss of or damage to goodwill; or
 - (g) indirect or consequential loss.
- 11.5 Except the extent expressly set out in these Conditions, all warranties, representations, conditions and other terms of any kind whatsoever (whether express or implied by statute, common law, trade custom, practice, course of dealing or otherwise) are, to the fullest extent permitted by applicable law, excluded from the Contract.
- 11.6 This clause 11 shall survive termination of the Contract.
- 12. TERMINATION**
- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of ten (10) Business Days after being notified in writing to do so; or
 - (b) the other party 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), obtaining a moratorium, 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 a step or action is taken in another jurisdiction in connection with any analogous procedure in the relevant jurisdiction.
- 12.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
 - (b) there is a Change of Control of the Customer; or
 - (c) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 12.3 Without affecting any other right or remedy available to the Supplier, the supply of any or all Goods and/or Services under the Contract may be suspended if:
- (a) the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.2(c) (inclusive); or

- (b) the Supplier forms a reasonable belief that the Customer is likely to become subject to any such event.
- 12.4 Without affecting any other right or remedy available to the Supplier, the Supplier may terminate the Contract in relation to any Services with immediate effect by giving written notice to the Customer if:
- (a) the Customer does not comply with clause 4.1(a) in respect of such Service(s); and
 - (b) the Third-Party Supplier(s) of such Service(s) terminate their relationship with the Customer pursuant to their contract with the Customer.

13. CONSEQUENCES OF TERMINATION

- 13.1 On termination of the Contract, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest as may be applicable [and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt].
- 13.2 Upon termination of the Contract, if so requested by the Supplier, the Customer shall return all Goods which have not been fully paid for. If the Customer fails to do so promptly, the Supplier shall be entitled to commence legal proceedings against the Customer for the recovery of such outstanding Good(s), without prejudice to any other rights or remedies available to the Supplier at law. Until such Good(s) have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose.
- 13.3 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 14.4 For the purposes of this clause 14, the price payable by the Customer for the Goods and Services from time to time and the other terms of the Contract, and any other price and/or fee

information provided by the Supplier to the Customer, shall be regarded as confidential information of the Supplier.

15. PRIVACY, DATA PROTECTION AND PROCESSING

- 15.1 The Customer represents and warrants that all information, including personal information, provided to the Supplier now or during the term of the Contract, has been lawfully collected and provided in accordance with applicable data protection and privacy legislation and all required consents have been obtained. The Supplier is committed to maintaining the security, confidentiality and privacy of the Customer's personal information. Please click [here](#) for further information on the terms of Suppliers' Privacy Notice which may be amended from time to time. The Customer agrees to be bound by the terms of such Privacy Notice, including the use of personal information by the Supplier in accordance with the Privacy Notice.
- 15.2 The Customer acknowledges and agrees that the Supplier may collect, process and store materials, data, information and content relating to the Customer, or its principals, affiliates, shareholders, directors, officers, employees and agents ("Data") and that such Data may be transferred, disclosed, stored, processed and maintained by the Supplier electronically on servers, or in hard copy or original format, in a number of different jurisdictions, including, and outside of, the Cayman Islands and/or any of the other jurisdictions where the Supplier has a presence. In this regard, the Company explicitly consents to the transfer of all Data into and out of any such jurisdictions (subject always to the confidentiality obligations of the Supplier to the Company under Clause 14 above).

16. FORCE MAJEURE

- 16.1 The Supplier shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable Control (a "**Force Majeure Event**"). The time for performance of such obligations shall be extended accordingly.

17. GENERAL

- 17.1 The Contract shall not prevent the Supplier from entering into similar agreements with other third-party customers or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.
- 17.2 The Supplier 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. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, 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 the Supplier.
- 17.3 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the following addresses (or an address substituted in writing by the party to be served):
- (a) Supplier: accounts@eshoreltd.com
 - (b) Customer: any such email address as set out on the Signed Order or otherwise notified to the Supplier by the Supplier from time to time for the delivery of notices pursuant to the Contract.

Any notice shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid courier or pre-paid registered post or other

next working day delivery service, at 9.00 am on the Business Day after confirmation of delivery by way of recipient signature; or if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume provided that the sender requested a delivery report and did not receive a delivery failure notice.

- 17.4 Clause 17.3 does not apply to the service of any proceedings or other documents in any legal action.
- 17.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.6 Except as set out in clause 2.7, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.7 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law, and each of a party's rights and remedies (whether under the Contract at law) are cumulative and without prejudice to its other rights and remedies.
- 17.8 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.9 The Contract constitutes the entire agreement between the supplier and the customer. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 17.10 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act, (Act 4 of 2014), to enforce any term of the Contract.
- 17.11 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).
- 17.12 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 laws of the Cayman Islands.
- 17.13 Subject to clause 17.14, each party irrevocably agrees that the courts of the Cayman Islands 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.
- 17.14 Nothing in clause 17.13 limits the right of the Supplier to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.