

SCHNEIDER ELECTRIC LIMITED, SCHNEIDER ELECTRIC IT UK LTD, SCHNEIDER ELECTRIC CONTROLS UK LIMITED AND SCHNEIDER ELECTRIC SYSTEMS UK LIMITED

NJ FROMENT & COMPANY LIMITED

(Hereinafter referred to as SE)

GENERAL PURCHASING TERMS AND CONDITIONS

UPDATED MARCH 2019

#### 1. General provisions - Acceptance

The acceptance of the Order by the Supplier (hereinafter referred to as the "S.") constitutes acceptance of these General Purchasing Terms and Conditions which are an integral part thereof and which govern the contractual relations between the parties, subject to the provisions of the specific terms of the Order with the S. definitively waiving its own General Terms of Sale.

All the provisions of this Order shall be considered as having been definitively accepted by the S. ten (10) business days after its receipt, unless reservations are sent within this timeframe, in writing, to the buyer at SE managing the Order, whose contact details appear on the first page of the Order.

It is hereby specified that SE's procurement commitment (i.e. the validity of the Order placed with the S.) is dependent on the latter's acceptance of all the provisions of the Order including these General Purchasing Terms and Conditions.

#### 2. Delivery - Acceptance of delivery

The contractual delivery date is understood as being when the goods have arrived and been unloaded at the delivery address specified in the Order. It is an imperative and fundamental term of the Order and time of delivery is of the essence. The effective delivery date is the date stamped by the receiving agent of the goods on the receipt slip or delivery slip, duly signed by one of its authorised representatives. No early deliveries may be made without SE's prior and written agreement.

If an acceptance procedure is provided for under the specific terms of the Order expressly accepted by the parties, such procedure is the instrument by means of which, at the S.'s initiative, SE represents that it accepts (with or without reservations) the Supplies, works and/or services which are the subject matter of the Order (hereinafter referred to as the "Supply").

#### 3. Lead-times - Liquidated Damages

In the event of delays in delivery or acceptance, which are not attributable to:

3.1 an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources ("an Event of Force Majeure"); or

3.2 SE's negligence, the S. shall owe penalties for delay calculated on the total amount of the Order at a rate of 1% per calendar week of delay up to a maximum of 5% of this amount.

The parties agree that the liquidated damages are a genuine negotiated pre-estimate of SE's loss resulting from delay in delivery or acceptance and will not be regarded as a penalty. S waives any right to question or challenge the validity of the obligation to pay the liquidated damages. Over and above this maximum limit, SE reserves the right:

- to claim its actual loss from the S. and
- to unilaterally announce, at any time and as of right, total or partial termination of the Order for breach of the S. (without prejudice to any damages), with, in this case, the extent of the delay being considered purely and simply as a default of the S.

#### 4. Modifications

At any time during performance, SE reserves the right to change the volumes and/or the nature of the Supply, without the S. being entitled to claim any indemnity on these grounds nor to change the unitary prices decided upon pursuant to the basic Order. The conditions under which such an addendum shall be accepted are those set forth in Article 1 hereinabove. Where applicable, the addendum shall specify the new contractual delivery / acceptance dates.

#### 5. Transfer of risks and title

Notwithstanding any verification work or acceptance procedure in the S.'s premises, the transfer of risk in, and title to, the Supply takes place upon delivery of the Supply. If an acceptance procedure is provided for, the S. nevertheless continues to bear the inherent risks affecting the Supply until SE issues an acceptance statement without reservations.

In all cases, the Supply is transported at the S.'s risk.

#### 6. Packaging and documentation

The Supply is delivered with the packaging required for its warehousing and due and proper preservation. Unless otherwise provided for, the packaging is not subject to a deposit but, if this were the case, it shall be returned at the S.'s expense.

The Supply is delivered together with the documentation required for its use, maintenance and upkeep.

#### 7. Verification

The S. is responsible for verifying and certifying the compliance of the Supply with the conditions applicable to it under SE's specifications, with which the S. hereby represents that it is perfectly familiar. Under no circumstances shall the verification work carried-out by SE prior to, during or subsequent to delivery / acceptance discharge the S. from this obligation.

#### 8. Shipping

At the same time as any shipping of the Supply, the S. shall send to SE, by mail, a copy of the dispatch note mentioning the references and date of the Order, the number of parcels and an exact description of the shipped Supply. The original of this note shall accompany each shipment of parcels, together with the certificates of conformity and the verification reports.

#### 9. Scrapping

SE may inform the S. of the scrapping of any Supply which is found to be non-compliant with the specifications of the Order. Any Supply having been scrapped shall be considered as not having been delivered / accepted and shall be taken-back by the S., at its expense, within 2 business days following receipt of the notice of scrapping. Otherwise, the Supply shall be sent back to the S. at its expense and risk. In case of scrapping, SE shall be entitled to request the S. to replace the Supply within the given time period or to unilaterally terminate the Order without prejudice to its rights accruing.

#### 10. Invoicing

Any invoice shall be sent to the invoicing address mentioned in the Order and shall contain SE's references and those of the corresponding Order.

Each invoice relates to only a single Order and shall include the description of the Supply invoiced, and the unitary prices and volumes delivered.

SE reserves the right to suspend payment of any invoice which fails to comply with regulatory provisions and/or those of this article. Any disagreement by SE as regards the volume or quality of the delivered Supply or the invoiced price, shall lead to the issuing of either a debit note or an invoice of SE to the S.. The S. shall have forty-five (45) days as from the issuing of the debit note during which to challenge the latter.

#### 11. Prices and terms of payment

Unless otherwise provided in the Order, the prices mentioned in the Order are firm and non-revisable and are understood as being carriage paid and inclusive of packaging, insurance and delivery expenses exclusive of VAT.

In the absence of provisions to the contrary in the Order, payments are made by Bank Transfer at ninety (90) days net from the end of the month of delivery / acceptance, on the 10<sup>th</sup> of the following month. Debit notes issued by SE shall be automatically deducted from payments subject to SE having received the corresponding invoice.

At SE's choice, the S. may be paid either by SE, or by Boissière Finance, the company responsible for centralised management of the cash of the Schneider Electric Group, to which SE has granted a mandate to pay its suppliers.

Under no circumstances may payments made by Boissière Finance cause it to assume the rights and obligations of SE vis-à-vis the S. pursuant to the Order; as a result, the S. may not directly make any claim nor institute any proceedings against Boissière Finance concerning the Order, its performance or the resulting consequences.

If any sum payable under the Order is not paid on or before the due date for payment S will be entitled to charge SE interest on that sum at 2% per annum above the base lending rate from time to time set by the Bank of England, from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. Such interest will not be chargeable on any disputed sum, provided that if it is agreed or determined that part or all of the disputed sum is payable, interest will be chargeable on the relevant part of the disputed sum in accordance with this Article but from the date on which payment of that sum is due in accordance with settlement of the dispute rather than from the date on which payment of the original invoice which included that sum was originally due. The parties agree that this Article is a substantial remedy for late payment of any sum payable under the Order, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

#### 12. Assignment or subrogation of the receivables, rights and/or obligations under the Order

The S. undertakes not to assign or transfer the whole or part of its receivable under the Order without having duly informed SE's Supplier Accounts Department in writing at least fifteen (15) days beforehand. This prior information procedure also applies to any agreement (its termination, expiry date, changes, etc.) relating to a factoring operation.

The S. also undertakes not to assign / transfer the whole or part of the rights and/or obligations under the Order without SE's prior and written authorisation.

Should the S. have signed a factoring contract and have duly notified SE thereof, all its invoices shall be paid to the factoring company with which it concluded the contract.

#### 13. Moulds, tools, test resources (hereinafter referred to as the "Equipment")

Any Equipment manufactured specifically in the context of performing the Order becomes the exclusive property of SE as soon as it is created and may only be used by the S. in order to meet Orders placed by SE. If it is deposited in the S.'s premises, this Equipment shall have an ownership plate in SE's name affixed to it, and it shall be immediately returned to the latter, in good working order, at its first written request. The S. is responsible for maintenance and routine repair work to the Equipment at its expense. It shall be the custodian of the Equipment, at its risk, and ensure that it is sufficiently covered by its own insurance policies.

In the event of an incident, the S. shall repair the Equipment at its expense in the best allowable time or, if it is considered as being irreparable, it shall indemnify SE up to the limit of its replacement value and in any case as a minimum for an amount equals to 25% of its replacement value.

#### 14. Contractual warranty

##### 14.1 Operational warranty

The S. warrants that the Supply will be free from any defect in design, material, manufacturing or workmanship during the course of its normal life cycle as from delivery or acceptance, if an acceptance procedure is provided for. As a result, were SE or SE's own customer to notice a defect / malfunction affecting the Supply, the S. undertakes to rectify, repair or replace the Supply at SE's option in its environment at its expense (including any staff travel, dismantling / reassembly expenses) so that the latter operates in full compliance with the provisions of the Order and the use for which it is intended.

Should the S. be called upon to honour its warranty but fails to effectively do so within fifteen (15) calendar days, SE reserves the right to intervene or to have any third party intervene instead of the S. at the latter's expense.

Any service furnished, and/or any item replaced / rectified / repaired under this warranty are themselves guaranteed for their normal life cycle under the above-mentioned conditions.

##### 14.2 Supply of spare parts

The S. shall deliver all spare parts for ten (10) years as from delivery / acceptance of the Supply.

#### 15. Indemnity and Intellectual property

15.1 The S will indemnify, keep indemnified and hold SE harmless in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which SE incur or suffer directly or indirectly in any way whatsoever as a result of or in connection with a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the S's obligations under these General Purchasing Terms and Conditions or the Order, provided that this Article will not apply to any breach of, or failure to perform or defect or delay in performance or negligent performance of, Article 21.

15.2 Any study (its results and its various constituent elements such as the drawing, diagram, model, prototype, etc.) carried-out by or for the S. pursuant to meeting the Order is the exclusive property of SE. Consequently, the S. undertakes not to use / exploit (or allow a third party to do so) said study results / items for purposes other than meeting the Order. If specific software is supplied under the Order, S. shall, at the time of the supply, assign to SE the exclusive rights of use / exploitation / commercialisation of said software. The S. also undertakes to provide SE, at its 1<sup>st</sup> request, with the source and object code of said software as well as the associated documentation.

If any person claims that the possession and/or use and/or sale of the Supply by SE and/or SE's customers, officers, employees, agents or sub-contractors infringes the intellectual property rights of that or any other person ("IPR Claim"), S will indemnify, keep indemnified and hold harmless SE, SE's customers, officers, employees, agents and sub-contractors in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and

expenses which **SE**, **SE**'s customers, officers, employees, agents or sub-contractors incur or suffer directly or indirectly in any way whatsoever as a result of or in connection with that IPR Claim (including the defence and any settlement of such claim). This indemnity will not apply to the extent that the infringement is caused by any specification for the Supply which is created by **SE**.

#### 16. Confidentiality - Publicity

16.1. Any information (excluding any information that falls within the exclusions set out in Article 16.4), regardless of its nature (technical or commercial) or its support medium (whether written, oral, in electronic form or in any other media), exchanged between the parties, or to which either party may have access in the context of the Order, shall be considered by the recipient party (the "Recipient") as being strictly confidential and exclusively reserved for the purpose of performing the Order, to the exclusion of any and all other use ("Confidential Information").

16.2 The Recipient will:

- keep the Confidential Information secret, safe and secure and will only disclose it in the manner and to the extent expressly permitted by these General Purchasing Terms and Conditions or the Order; and
- use the Confidential Information only to the extent necessary for the performance of its obligations under these General Purchasing Terms and Conditions or the Order.

16.3 The Recipient may disclose Confidential Information:

- to such of its officers and employees and, in our case, agents and sub-contractors, who need access to that Confidential Information for the purpose of complying with its obligations under these General Purchasing Terms and Conditions; and
- to the extent necessary in order to be able to refer a dispute for resolution in accordance with Article 19.

16.4 The Recipient's obligations under this Article will not extend to Confidential Information which the Recipient can prove:

- has ceased to be secret without default on the Recipient's part;
- was already in the Recipient's possession prior to disclosure by or on behalf of the party disclosing the Confidential Information (the "Discloser");
- has been received from a third party who did not acquire it in confidence and who is free to make it available to the Recipient without limitation;
- was independently developed by the Recipient without any breach of these General Purchasing Terms and Conditions; or
- at the time of disclosure was in the public domain or subsequently enters into the public domain without default of the Recipient.

16.5 The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Article by the Recipient. Accordingly, the Discloser will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this Article by the Recipient.

16.6 Moreover, and unless it has **SE**'s express and prior agreement, the S. undertakes not to mention its business relationship with **SE** to third parties, nor to exhibit the whole of or part of the Supply manufactured from technical documents or specifications owned by **SE**.

#### 17. Insurance

At **SE**'s first request, and in any case within ten (10) days from acceptance of the Order, the S. undertakes to provide it with a copy of its insurance policies and/or any certificate to be issued by its insurance companies, and to take-out with the latter, at S.'s expense, any additional insurance cover which **SE** may consider to be reasonably necessary in light of the risks relating to performance of the Order.

#### 18. Termination

18.1 **SE** may unilaterally and automatically terminate the Order without the S. being entitled to claim any indemnity whatsoever in this respect, in the following cases:

- fifteen (15) days after sending a formal notice left unremedied that the S. breached any of its obligations under the Order;
- with immediate effect in the event of:
  - Court-ordered, or out-of-court dissolution or liquidation of S. or, if S is unable to pay its debts as and when they fall due,
  - An Event of Force Majeure, the consequences of which last for more than six (6) weeks;
  - The contractual delivery times being overrun, if such cause the maximum amount of penalties to be reached;
  - Scrapping in accordance with the provisions of Article 9 hereinabove; and
  - Breach of Articles 21.1 in accordance with the provisions of Article 21.

18.2 Following expiry or termination of the Order:

- any Articles which expressly or impliedly continue to have effect after expiry or termination of the Order will continue in force; and
- all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

#### 19. Disputes – Governing law

The Order and any non-contractual obligations arising out of or in connection with it will be governed by English law to the exclusion of the provisions of the Vienna Convention of April 11<sup>th</sup>, 1980 on the International Sale of Goods.

Any dispute arising from or in connection with this Order (including in relation to any non-contractual obligations) which cannot be settled amicably shall be referred to the courts of England and Wales to the exclusion of any other jurisdiction.

#### 20. Sustainable development

20.1. The S. undertakes to comply with the following principles:

- The OECD's guidelines on sustainable development, which may be consulted on the following website:  
[http://www.oecd.org/topic/0,3699,en\\_2649\\_37425\\_1\\_1\\_1\\_1\\_37\\_425\\_00.html](http://www.oecd.org/topic/0,3699,en_2649_37425_1_1_1_1_37_425_00.html)

- The ten principles of the United Nations Global Compact on human rights, labour standards, the environment and anti-corruption, which may be consulted on the following website:  
<http://www.unglobalcompact.org/Languages/french/index.html>

- The rules defined in the ISO 14001 standard.

- Furthermore, the S. is informed that energy performance of the Supply has been considered as part of the selection criteria used by **SE** (ISO 50001 Standard).

20.2. In order to enable use of the Supply in total safety, the S.:

- undertakes to comply with all the national legislation and regulations applicable at the delivery address specified in the Order.

- further undertakes to ensure that none of its Supply contains one or more of the hazardous substances referred to in the European Directive 2011/65/EU of 8 June 2011 in its annex II,

- also undertakes to comply with all the obligations concerning substances which are restricted and/or banned in the European Union and, in particular, those listed in the REACH Regulation (EC 1907/2006) and in the texts of its resulting amendments, the annex XIV and XVII,

- and, generally, undertakes to systematically comply with the legislation and regulations relating to the ban on, or restriction of, the use of certain products or substances which are effective when the Order is placed, both in the European Union and in other countries, if such is specified in the Order and/or the specifications, or which may become applicable up to the delivery date of the Supply.

Within forty-five (45) days of receipt of a request from **SE**, which may be accompanied by a list which **SE** may have sent to it and, otherwise, on the basis of the effective lists of restricted substances, the S. shall advise **SE** of the presence of such substances in its Supply.

At **SE**'s first request, the S. shall provide it with all supporting documents required during the legal timeframe for conserving documents.

20.3. S will indemnify, keep indemnified and hold **SE** harmless in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which **SE** incurs or suffers directly or indirectly in any way whatsoever as a result of S.'s failure to comply with any of the provisions of this Article 20.

20.4. Moreover, should the S. decide to change the composition of the Supply, it shall advise **SE** thereof at least nine (9) months prior to the date when such change becomes effective.

#### 21. Compliance

21.1 S. will, and will procure that its officers, employees, agents and any other persons who perform services for it or on its behalf in connection with the Order will:

- not commit any act or omission which causes or could cause **SE** or S (or that person) to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
- comply with **SE**'s anti-corruption policy as updated from time to time;
- keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Order and the steps taken to comply with this Article 21.1, and permit **SE** to inspect those records as reasonably required;
- promptly notify **SE** of:

- any request or demand for any financial or other advantage received by S (or that person); and
- any financial or other advantage S (or that person) give or intend to give whether directly or indirectly in connection with the Contract; and
- promptly notify **SE** of any breach of this Article 21.1.

21.2 **SE** may terminate the Order immediately by giving written notice to that effect to S if S is in breach of Article 21.1.

21.3 S will indemnify, keep indemnified and hold **SE** harmless in full and on demand from and against all liabilities (including any tax liability), direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which **SE** incurs or suffers directly or indirectly in any way whatsoever as a result of any breach of any of S's obligations under Article 21.1, or for any proceedings under section 7 Bribery Act 2010 being brought against **SE** as a result of S's conduct or the conduct of any of their officers, employees, agents or any other persons who perform services for or on S's behalf in connection with the Order including the costs of procuring the Supply from a person other than you, but this indemnity will not apply to any liabilities, losses, damages, claims, proceedings and legal costs, judgments or costs and expenses to the extent incurred or suffered as a result of our criminal liability.

21.4 S represents and warrants that: (i) it has not been and is not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking, including any activity or practice that would constitute an offence under section 1, section 2 and section 4 of the Modern Slavery Act 2015, if carried out in the UK ("Slavery and Human Trafficking"); (ii) its employees and agency workers are paid in compliance with all applicable employment laws and minimum wage requirements; (iii) it will take reasonable steps to prevent Slavery and Human Trafficking in connection with the Supplier's business; (iv) it will include in its contracts with its subcontractors and suppliers in connection with this Contract Slavery and Human Trafficking provisions that are at least as onerous as those set out in this Contract; and (v) it will respond to all reasonable requests for information required by **SE** for the purposes of completing Purchaser's annual anti-Slavery and Human Trafficking statement.

21.5 Each party shall comply at all times with its respective obligations under the provisions of the Applicable Data Protection Legislation and shall not perform its obligations under these Terms in such a way as to cause the other to breach any of its applicable obligations under Applicable Data Protection Legislation

21.6 S will indemnify, keep indemnified and hold **SE** harmless in full and on demand from and against all liabilities (including any tax liability), direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which they incur or suffer directly or indirectly in any way whatsoever as a result of any breach of this clause 21 or proceedings being brought against **SE** as a result of S's conduct or the conduct of any of their officers, employees, agents or any other persons who perform services for or on S's behalf in connection with the Order, where such proceedings do not result in a conviction against **SE**, including the costs of procuring the Supply from a person other than S.

#### 22. Management of Product / Process changes

The S. shall inform **SE** in writing of any decision to stop marketing the Supply or any major changes made to the Supply or to its manufacturing process and, in particular, any changes affecting the processes, including any material changes in its or its sub-contractors' IT processes, the procurement of critical components, the Supply's design, the location of the plant(s), provided such changes impact or may impact on the Supply's technical specifications, compliance with standards, lifecycle, reliability or quality. The S. shall inform **SE** in writing nine (9) months prior to the marketing end date or the date scheduled for the implementation of any major change. **SE** reserves the right to refuse any major change. All major changes remain under the full responsibility of the S. The S. shall repay to **SE** all the costs borne by the latter during, or in the context of, the reclassification of the Supply and/or component affected by the major change.

#### 23. General

23.1 The Order constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

- neither party has entered into the Order in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Order;

- nothing in this Article 23.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

**23.2** A delay in exercising or failure to exercise a right or remedy under or in connection with the Order will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

**23.3** If any term of the Order is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Order and this will not affect the remainder of the Order which will continue in full force and effect.

**23.3** Save as otherwise expressly provided in these General Purchasing Terms and Conditions no variation to the Order will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

**23.4** Nothing in the Order and no action taken by the parties in connection with it or them will create a partnership or joint venture between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the

other party or to hold itself out as being entitled to do so.

**23.5** Each party agrees that it is an independent contractor and is entering into the Order as principal and not as agent for or for the benefit of any other person.

**23.6** SE's customers, officers, employees, agents and sub-contractors will be entitled to enforce Article 15 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract.

**23.7** The parties may vary or rescind the Order without the consent of our customers, officers, employees, agents and sub-contractors.

**23.8** Save as provided in Article 23.6, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

**23.9** SE's rights and remedies set out in these Articles are in addition to and not exclusive of any rights and remedies provided by law.

**23.10** Subject to Condition 23.13, any notice or other communication given under or in connection with these General Purchasing Terms and Condition will be in writing and:

23.10.1 sent by pre-paid first-class post to the relevant party's address; or

23.10.2 delivered to or left at (but not, in either case, by post) the relevant party's address.

SE's address is set out below and the S's address are those detailed in the Order, any quotation, acknowledgement of order or other document

received by SE from the S and may be changed by the relevant party giving at least ten Business Days notice in accordance with this Article 23.10.

NJ Froment and Company Limited, Cliffe Road, Easton on the Hill, PE9 3NP.

For the attention of the buyer at SE managing the Order, whose contact details appear on the first page of the Order.

23.11 Any notice or communication given in accordance with Article 23.10 will be deemed to have been served:

23.11.1 if given as set out in Condition 23.10.1, at 9.00 a.m. on the 2<sup>nd</sup> Business Day after the date of posting; and

23.11.2 if given as set out in Condition 23.10.2, at the time the notice or communication is delivered to or left at that party's address provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

23.12 To prove service of a notice or communication it will be sufficient to prove that the provisions of Condition 23.10 were complied with.

23.13 Articles 23.10 – 23.12 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.