



Johnson Controls General Terms and Conditions of Delivery 11/2015

1. Definitions

The following words and phrases shall have the meaning set out below unless the context requires otherwise:

- 1.1 **"Conditions"**: These Johnson Controls General Terms and Conditions of Delivery.
- 1.2 **"Incoterms®"**: The most recent version of Incoterms® published by the International Chamber of Commerce.
- 1.3 **"Johnson Controls Group"**: Johnson Controls, Inc. and its affiliates.
- 1.4 **"JC"**: The Johnson Controls entity named in the contract.
- 1.5 **"Purchaser"**: The person or company to which JC delivers or intends to deliver the Products.
- 1.6 **"Product/s"**: The products to be delivered by JC to the Purchaser.
- 1.7 **"Retained Goods"**: means Products which have been delivered to the Purchaser but for which JC still has ownership.
- 1.8 **"Sales Documentation"**: The documentation specified in Section 3.3.
- 1.9 **"Supplementary Performance"**: The remedy defined in Section 6.2.
- 1.10 **"Warranty"**: The warranty specified in section 6.1

2. Scope

- 2.1 These Conditions apply to all deliveries of JC to the Purchaser, who declares its agreement and unqualified acceptance. The applicability of general purchasing conditions or other conditions of the Purchaser is excluded, even if JC has not expressly rejected such other terms or if JC, having knowledge thereof, unconditionally accepts or effects performance.
- 2.2 No variations shall be made to these Conditions, unless expressly agreed by JC in writing; this shall also apply to a variation of this written form requirement.

3. Quotations, Conclusion of the Contract, Sales Documentation

- 3.1 JC's quotations are non-binding unless JC expressly states otherwise in writing. Binding quotations may be modified by JC until JC receives the Purchaser's written purchase order.
- 3.2 The contract shall only arise when JC has accepted the Purchaser's purchase order, either by confirming acceptance in writing or executing the purchase order. JC's acceptance of the purchase order, and the contract between the parties, shall be subject to these Conditions. Verbal agreements or commitments must be confirmed by JC in writing in order to be binding on JC.
- 3.3 Any and all illustrations, drawings, designs, specifications, product descriptions, product data sheets, plans and particulars of weights, size and dimensions or comparable materials submitted by JC or contained in the technical or commercial documentation of JC ("**Sales Documentation**") are indicative only and shall not form a part of the contract between JC and the Purchaser or be binding unless expressly stated otherwise by JC in writing. All Sales Documentation supplied to the Purchaser shall remain the exclusive property of JC and shall not be used by the Purchaser for any purpose other than the preparation or the performance of the contract.
- 3.4 The quantity and description of the Products will be as set out in JC's acceptance of the purchase order. The contract between JC and the Purchaser will not be for a sale by sample even if samples of the Products have been provided to the Purchaser.

4. Delivery Terms, Default of Acceptance of Delivery

- 4.1 Unless otherwise stated in JC's order confirmation, delivery shall be effected "CIP" (Incoterms®) named place of destination (as amended by these Conditions).
- 4.2 JC reserves the right to effect delivery in one or more installments, with corresponding partial invoices, provided that partial deliveries are reasonable for the Purchaser. For payment purposes each installment shall be treated as a separate contract.
- 4.3 Unless otherwise expressly stated in JC's order confirmation, any delivery date or delivery period quoted by JC is a non-binding best estimate only. JC shall not be liable to the Purchaser for any failure to deliver on a non-binding delivery date or within a non-binding delivery period.
- 4.4 An agreed delivery period begins with the dispatch of JC's order confirmation. JC's adherence to a delivery date or a delivery period is subject to the timely performance of the Purchaser's obligations which are a prerequisite

for the delivery, such as the provision of any documents required for the delivery or the making of any agreed advanced payments. If this is not the case, then JC shall not be responsible for the respective delay.

- 4.5 The Purchaser shall be in default of if it does not accept delivery of the Products either when the binding delivery period ends or on the binding delivery date.
- 4.6 In case of non-binding delivery periods or delivery dates, JC may inform the Purchaser that the Products are ready; if the Purchaser does not accept delivery of the Products within two (2) weeks from the receipt of the notification of readiness then the Purchaser shall be in default.
- 4.7 If the purchaser fails to accept delivery as described in Sections 4.5 and 4.6 above, JC will temporarily store the Products on behalf of the Purchaser who shall pay to JC storage costs calculated as 0.1 % of the purchase price for the stored Products per calendar day of the storage, but no more than 1 % per calendar month. JC reserves the right to claim any further costs incurred or losses suffered as a result of the Purchaser's failure to accept delivery. JC may dispose of the Products at its discretion if they are not claimed within a reasonable grace period and instead deliver, within a reasonable period after being notified that the Purchaser is ready to accept delivery, a similar Product on the terms and conditions of the contract or JC may terminate the contract and claim from the Purchaser storage costs as well as damages.

5. Transfer of Risk, Dispatch and Insurance

- 5.1 The Products shall be deemed to be delivered and the risks therein shall transfer to the Purchaser in accordance with the applicable Incoterms®. Should delivery be delayed for reasons for which the Purchaser is responsible, the risk shall transfer to the Purchaser on the date of notification of readiness for delivery of the Products or on the date that the Purchaser otherwise fails to accept delivery as required by the contract between JC and the Purchaser.
- 5.2 If JC, at the Purchaser's request, carries out some of the tasks otherwise of the responsibility of the Purchaser in accordance with the applicable Incoterms® (including but not limited to payment of insurance against transportation, breakage, fire and accidental damage), any such tasks shall be deemed performed on behalf and for the account of the Purchaser and this shall not modify the allocation of risks and responsibilities under the applicable Incoterms®. All costs arising out of the above shall be borne exclusively by the Purchaser who shall reimburse such costs to JC upon receipt of the relevant invoice.
- 5.3 The Products shall be packed customarily or as specified in JC's order confirmation.
- 5.4 Re-usable pallets, special crates and other special packaging are the property of JC and shall be returned to JC, carriage paid, and prior to return shall not be used by the Purchaser. If these items are not returned within eight (8) weeks after delivery, JC may charge the Purchaser for these items at the full replacement value.
- 5.5 JC shall not be obliged to deliver the Products to third parties at the request of the Purchaser, unless agreed by the parties in writing.

6. JC's Limited Warranty, Disclaimer of Warranty, Remedies

- 6.1 JC warrants that at the time of delivery the Products will: (i) be free of defects in material and workmanship; and (ii) conform to the agreed upon performance specification.
- 6.2 If any Products do not meet the Warranty, JC may at its choice either rectify (repair) the defect or supply a defect-free replacement (jointly "**Supplementary Performance**") at no cost for the Purchaser. Where Supplementary Performance is provided this will be the sole remedy for the Purchaser and the Purchaser shall not have any further claims against JC. If JC is not prepared or in a position to provide or refuses to provide Supplementary Performance, the Purchaser may seek any further rights it is entitled to at law, subject to Section 7. Further warranty rights of any kind whatsoever are excluded.
- 6.3 The place of fulfillment of JC's Supplementary Performance shall be JC's place of business. The Purchase may claim the costs of returning the Products for the purpose of Supplementary Performance to JC. The Purchaser may not claim for costs required for the purpose of Supplementary Performance, notably the costs of transport, journeys, labor and material, to the extent that the costs are increased as a result of the Products being brought to a place other than the agreed place of delivery. The Purchase may not claim for the costs of dismantling and installing defective Products that are being installed for the purpose of Supplementary Performance. Where JC arranges for transport, JC may charge such increased costs to the Purchaser that the Purchase would not have been entitled to claim. The Purchaser may only claim such costs subject to Section 7.

6.4 If the Purchaser is entitled to return the Products this shall only take place following consultation with JC and in accordance with JC's instructions.

6.5 JC shall not be liable for any defects caused by:

- (i) Normal wear and tear;
- (ii) Accident or damage after transfer of risk to the Purchaser; or
- (iii) Misuse, alteration, modification, incorrect handling, insufficient inspection and any failure to follow JC instructions;

In addition, in case of sale of batteries:

- (iv) Improper charging; overcharging; improper activation;
- (v) Leaving the battery in a discharged condition;
- (vi) Physical damage to the battery from collision or otherwise; opening of the battery's case in any manner; improper maintenance;
- (vii) Vehicle electrical component or circuitry malfunction or failure;
- (viii) Maximum peak temperature of over 60°C in the area housing the battery, or incorrect storage; or
- (ix) Repeated discharge of the battery because of actions by vehicle users (e.g. leaving the lights on, or running vehicle accessories at rates greater than charging levels, etc.).

6.6 Subject to Section 6.7, JC shall not be liable for claims for breach of Warranty unless the Purchaser brings a claim within one (1) year following delivery.

6.7 In the case of Supplementary Performance by way of rectification, the period in which the Purchaser can make claims will be extended so that it continues for the remainder of the original limitation period of one (1) year from delivery following the return of the rectified Product. The same shall apply in the case of Supplementary Performance by way of replacement.

6.8 JC does not accept any liability for the Purchaser's warranty programs under any circumstances. The Purchaser is solely responsible for any warranty that it provides to its own customers.

6.9 Without prejudice to section 6.6, JC shall not be liable for any defects in the Product except where:

- (i) the Purchaser has inspected the Products according to the practices used in the ordinary course of business and identifiable defects have been notified to JC without undue delay but no later than two (2) weeks following delivery.
- (ii) hidden defects have been notified to JC without undue delay but no later than within two (2) weeks after such defects are discovered.

Notices shall specifically indicate the defect and shall be in writing. The Purchaser shall inform JC in writing without undue delay about any notice of an alleged defect in the Products received from its customers.

7. Limitation of Liability and Product Liability

7.1 JC's pricing for the Products reflects the following allocation of risks and limitation of liability.

7.2 Nothing in any contract between JC and the Purchaser and these Conditions will limit or exclude JC's liability (if any):

- (i) to the Purchaser for personal injury or death suffered by the Purchaser that is caused by JC's negligence;
- (ii) to the extent it would be illegal for JC to exclude or attempt to exclude its liability; or
- (iii) for fraud or fraudulent misrepresentation.

7.3 Subject to Section 7.2, JC's total liability in contract, tort (including negligence), misrepresentation, breach of statutory duty, restitution or otherwise shall be limited per damage event to the amount of the single order value to which the claim relates.

7.4 Subject to Section 7.2, the liability for loss of profits, loss of business or depletion of goodwill (in each case whether direct, indirect or consequential); or any indirect or consequential loss of any nature whatsoever, shall be excluded even if such losses are foreseeable and/or JC has been advised of or is aware (or reasonably should have been aware) of the possibility of the Purchaser incurring or suffering such losses.

- 7.5 Subject to Section 7.2, JC excludes from the contract between JC and the Purchaser all warranties, conditions and other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) to the fullest extent permitted by law.
- 7.6 The limitation period for claims for damages, other than claims for breach of Warranty, shall be two years from the point in time the claim arose and the Purchaser became aware of the claim. In any case, regardless of the timing of the Purchaser's awareness of the claim, the limitation period shall not be greater than three years from the event giving rise to the claim. For any claims for breach of warranty the limitation period in Section 6.4 shall apply.
- 7.7 Subject to Section 7.2, the above limitations of liability shall apply to all claims for damages, irrespective of their legal basis, except for: (i) any mandatory liability under applicable product liability laws; (ii) willful intent; and (iii) gross negligence of an officer or executive of JC. For the purpose of this clause "gross negligence" means any negligent act or failure to act (whether sole, joint or concurrent) that seriously and substantially deviates from a diligent course of action or that is in reckless disregard of or indifference to the harmful consequence.
- 7.8 The above limitations of liability shall also apply in the case of claims of the Purchaser for damages against JC's officers, executives, employees or agents, if any.
- 7.9 If the Purchaser resells the Products, the Purchaser shall indemnify and hold JC harmless from and against any product liability claims of third parties if and to the extent the Purchaser is responsible for the action, omission and defect giving rise to liability.
- 7.10 The Purchaser shall: (i) document all sales of the Purchaser's final products containing the Products; (ii) impose similar obligations to its customers, provided that such documentation is possible and reasonable for them; and (iii) inform JC immediately of any claim, incident of damage or other conspicuous features in connection with the Products.
- 7.11 The Purchaser shall provide JC such assistance and take such action as JC reasonably request to defend against any product liability claims of third parties including without limitation necessary information regarding processing of the Products and the proportion of the Products used in the final products manufactured by the Purchaser.
- 8. Prices and Payment**
- 8.1 Unless expressly otherwise stated, the prices specified in JC's quotation or order confirmation are net prices and apply to Products delivered "CIP" (Incoterms®) named place of destination, but excluding packaging and any applicable value added tax and/or sales tax, which shall be payable by the Purchaser in addition to the price.
- 8.2 Payment of invoices shall be made in full without any deduction within thirty (30) days of the date of shipment in the currency stated in JC's quotation or order confirmation into the account nominated by JC. The time of payment shall be the time this account is credited with the cleared funds. Payment by bank draft or cheque is only allowed upon prior written agreement. Bank drafts and cheque are only accepted by JC as conditional payment and will only apply as payment upon full redemption. All bank fees and costs incurred for payment or collection of drafts and cheques shall be borne by the Purchaser. JC accepts no liability for timely and proper presentation, protest and notification. Discounts are not granted for payment made by bank draft or cheque.
- 8.3 The price of the batteries consists of two components: (i) the base price; and (ii) the lead surcharge. The base price is fixed and depends on the battery type. It may be adjusted as specified in Section 8.4. The lead surcharge is variable, and tied to the amount of lead used in the specific battery type. It may be adjusted monthly – at JC's reasonable discretion – to reflect material price changes in lead on the London Metals Exchange (LME). Adjustments, if any, shall be communicated by JC to the Purchaser one (1) month in advance. The parties agree that there is variability in the material weight of any particular battery as it is manufactured.
- 8.4 JC may adjust agreed prices if and to the extent that: (i) costs of materials and raw materials needed for manufacture of the Products have increased or decreased; (ii) wage costs (salaries) have increased or decreased; or (iii) import duties and taxes have increased or decreased. The extent of the adjustment shall be in line with the actual costs change. JC shall notify the Purchaser of the price adjustment, in the event of a price increase at least two (2) months prior to the new prices taking effect. In the event of a price increase the Purchaser may cancel the contract by written declaration within two (2) weeks from receipt of the price increase notification.

- 8.5 JC may credit the Purchaser's payments against any debts of the Purchaser in the following order of precedence: (i) costs incurred; (ii) interests; (iii) the main debt.
- 8.6 In the case of default of payment by the Purchaser: (i) JC may suspend shipments on open orders until all open payments have been settled; (ii) all other outstanding invoices shall immediately become due; (iii) JC may claim interest on overdue accounts at the rate of eight (8) percentage points above the base rate of the European Central Bank from the relevant start of the default onward; (iv) JC reserves the right to claim additional damages; and (v) JC may treat such failure as a repudiatory breach of the contract between JC and the Purchaser.
- 8.7 If after the conclusion of the contract with the Purchaser, JC in its reasonable opinion having regard to the financial condition of the Purchaser (particularly in the event of cessation of payments, application to initiate insolvency proceedings, seizure or compulsory enforcement measures, levy of draft or cheques protests and refusals to honor direct debits, and also vis-à-vis or to third parties) believes the Purchaser may not be able to fulfill its contractual obligations or has doubts as to the Purchaser's solvency or financial standing, then JC may, at its discretion withhold delivery until:
- (i) the entire purchase price for the respective Products has been prepaid in full or until security satisfactory to JC (such as third party guarantee) for payment has been provided; and/or
 - (ii) all pending payments (whether or not actually due) under any other contract between JC and the Purchaser have been paid or until security for such payments that is satisfactory to JC has been provided.
- 8.8 If as required by Section 8. the prepayment is not made or the security is not provided by the Purchaser within two (2) weeks after JC's request, then JC may treat this as repudiatory breach and terminate the contract.
- 8.9 The Purchaser may only exercise a right of retention or set-off if its counterclaim is undisputed or if the Purchaser has obtained an arbitral award or summary judgment against JC for the sum to be set-off. No interest shall be charged to JC.
- 9. Retention of Title**
- 9.1 Ownership of the Products will not pass to the Purchaser unless and until JC has received in full (in cleared funds) all sums due to JC in respect of the Products and all other sums due from the Purchaser to JC on any account.
- 9.2 If the Purchaser has taken possession of the Products from JC pursuant to these Conditions, the Purchaser may resell the Products to a third party before ownership has passed to the Purchaser, subject to the following:
- (i) the Purchaser will effect such a sale only in the ordinary course of the Purchaser's business and at full market value;
 - (ii) the Purchaser will deal as principal when making such a sale and will not act as JC's agent; and
 - (iii) ownership in the Products pursuant to these Conditions will pass from the Purchaser to JC immediately before the time at which ownership in the Products passes to the third party pursuant to the agreement to resell the Products but not before.
- 9.3 JC may revoke such authorization and the right to resell the Retained Goods if the Purchaser is in default of the performance of material obligations such as making payment to JC, or if insolvency proceedings have been opened or respective petitions been filed against the Purchaser's assets. I
- 9.4 Should the realizable value of the securities furnished for JC - taking into account customary bank valuation markdowns - exceed all of JC's claims which are to be secured by more than 10 %, JC hereby undertakes to release securities as selected by JC but at the Purchaser's request.
- 9.5 The Purchaser shall treat the Retained Goods with due care and shall adequately insure the Retained Goods at its own costs at new for old value against damage by fire, water and theft. Should the Retained Goods be seized or should JC's rights be endangered in any other way the Purchaser shall advise the third party of JC's ownership and inform JC immediately. In consultation with JC the Purchaser shall take all necessary steps to avert such endangerment. At JC's request the Purchaser shall assign claims to JC if this is deemed prudent for protection of the Retained Goods.
- 9.6 Should the Purchaser fail to make payment for the Retained Goods when due to JC, JC may take back the Retained Goods and/or terminate the contract. Where JC has taken back Retained Goods it may sell them at its discretion in addition to any other rights or claims JC may have against the Purchaser. To enable JC to take back the Retained Goods pursuant to this clause, the Purchaser grants to JC or JC's nominated agents an

irrevocable licence to, at any time, enter any premises in which Retained Goods are stored in order to inspect the Products and recover the Products if the Purchaser's right to possession of the Products has terminated. The Purchaser shall permit JC or JC's agents' immediate access to the Retained Goods and surrender the same. Without prejudice to any other rights JC may have, the Purchaser shall indemnify JC against any shortfall between the net amount realized by JC on a resale of these surrendered Retained Goods and the price that was due for the goods from the Purchaser pursuant to the contract between JC and the Purchaser. If JC demands surrender of the Retained Goods, this alone shall not constitute a cancellation or termination of the contract.

- 9.7 In the case of deliveries to other jurisdictions in which the foregoing provisions on retention of title do not have the same security effect as in England and Wales, but in which JC may retain other comparable security rights, then JC may enforce such other security rights. The Purchaser shall take all actions and cooperate in all measures such as registration or publication, which are necessary and beneficial to the validity and enforceability of such security rights.

10. Intellectual Property Rights

- 10.1 Unless otherwise expressly agreed by JC in writing, no right, title or interest is granted to the Purchaser by the contract, in the names, trademarks, patents, patents pending, know-how, copyrights or other intellectual and industrial property rights held by JC or the Johnson Controls Group relative to the Products and to any associated documentation.
- 10.2 The Purchaser may only use the brand names or trademarks of JC or the Johnson Controls Group in its promotion activities: (i) with JC's prior written approval; (ii) in accordance with JC's guidelines; and (iii) in their original layout and for original Products without changes. JC reserves the right to revoke any given approval at any time.
- 10.3 Subject to clause 10.4, JC shall indemnify and hold the Purchaser harmless from and against any claim that the actual use of the Products as provided by JC directly infringes the intellectual property rights of any third party in the Purchaser's country provided that: (i) JC shall have been promptly notified in writing of the suit and of any claim preceding the suit; (ii) JC shall have the right to assume sole authority to conduct the defense or settlement of such claim or any negotiations related thereto at JC's expense; (iii) the Purchaser shall provide JC with all reasonable information and assistance requested by JC in connection with such claim or suit; and (iv) the Purchaser shall have used the Products strictly in accordance with their ordinary purpose.
- 10.4 The indemnity given above is expressly limited to any damages awarded to a third party in a court of final judgment or to the amount of money, settlement or compromise agreed by JC.
- 10.5 In case the use of the Products is enjoined as a result of such claim, JC may at its option either: (i) replace the infringing Products by non-infringing products with functionalities similar to those of the infringing Products; (ii) procure a license to the Purchaser to use the Products at reasonable conditions; or (iii) refund to the Purchaser the purchase price of the Products less a reasonable allowance for use, damage or obsolescence.
- 10.6 The foregoing states the entire liability of JC with regard to the infringement of any third party intellectual property rights by the Products.
- 10.7 JC is not obliged to examine particular specifications stipulated by the Purchaser with regard to infringement of third party rights. Should any infringement of third party rights occur due to compliance with such specifications, the Purchaser shall indemnify and hold JC harmless from and against any claim arising out or related to such infringement.
- 10.8 JC may destroy specific templates (including but not limited to design and layout of labels, etc.) designed for the Purchaser, after one year from the date of the last delivery, with no obligation to inform the Purchaser in advance.

11. Confidentiality

- 11.1 All information, including, but not limited to contractual terms, terms of the order or order confirmation, including prices, shall be treated confidentially by the parties. Any reference to business links between JC and the Purchaser or to the deliveries of the Products shall not be made (except disclosure to professional advisers of each party on a need-to-know-basis) without the prior written approval of the other party. The parties' obligations under this Section 11 will continue for a period of three years from the date of disclosure of information. The restrictions and obligations of this Section 11 shall not apply to information that: (i) is already publicly known at the time of its disclosure; (ii) after disclosure becomes publicly known through no fault of the other party; (iii) the other party can establish by written documentation that it was properly in its possession prior

to disclosure; (iv) was independently developed by the other party without use of or reference to the disclosing party's information; or (v) disclosed by the Customer pursuant to a requirement of the law (including the Freedom of Information Act 2000 or the Data Protection Act 1998) or the lawful requirement of any governmental or other regulatory authority but then only to the extent of such required disclosure.

- 11.2 Following the expiration or termination of the contract, upon JC's request, the Purchaser shall promptly deliver to JC any and all documents and other media, including all copies thereof and in whatever form, which contain or relate to JC's confidential or proprietary information.

12. Termination

- 12.1 JC reserves the right to cancel the contract or any purchase order, and any order which is in the process of being carried out, in case of breach of contract by the Purchaser that has not been remedied after a reasonable cure period set by JC to the Purchaser.
- 12.2 JC may terminate any ongoing supply relationship at any time giving three (3) months' prior written notice. Any rights of JC under applicable laws to terminate for cause shall remain unaffected.
- 12.3 Any provision of these Conditions that expressly or impliedly is intended to continue to have effect after termination of the contract between JC and the Purchaser will continue to be enforceable notwithstanding termination.

13. Force Majeure

- 13.1 Events due to force majeure such as war, natural disasters, earthquakes, industrial and labor disputes (whether involving its own workforce or a third party's), shortage of raw materials, fire, lack of supply impeding the fulfilment of JC's obligations under the contract or any other events which are unforeseeable, unavoidable and beyond the sphere of influence of JC and for which JC is not responsible, shall release JC for the duration of their effects from the duty of timely delivery of the Products.
- 13.2 Agreed delivery times shall be extended for the duration of the event and the effects thereof and JC shall give written notice to the Purchaser of the occurrence of such event and with regard to its repercussions within 7 days of becoming aware of the event.
- 13.3 If the end of the event and its repercussions are not foreseeable, or should it last longer than three (3) months, either party may cancel the contract completely or partially by written notice. This Section 13 also applies when sub-contractors or sub-suppliers of JC are affected by these events.
- 13.4 In cases of force majeure and provided that the quantity of the Products available to JC are insufficient to satisfy all of its customers, JC may allocate the available Products to its customers at its own discretion.

14. Export Restrictions – Re-exportation

Any (re-)export of the Products by the Purchaser shall be made under the sole responsibility of the Purchaser. The Purchaser shall comply with all applicable national and international export control regulations. The Purchaser shall obtain any necessary export license or other documentation prior to the (re-)export of the Products. The Purchaser shall indemnify and hold JC harmless from and against any liability, damages, costs, fines, penalties resulting from, and more generally shall reimburse to JC any amount of money (including attorney's fees) JC would have to pay as a consequence of, the non-compliance by the Purchaser with any such applicable export control regulations.

15. Governing Language

The original version of these Conditions is written in English. Should it be translated into another language and should discrepancies appear between the English text and the text in the foreign language, the English version shall prevail.

16. Severability

- 16.1 Should any term, clause or provision contained in these Conditions or a contract between JC and the Purchaser declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision contained in these Conditions. To the extent it is invalid, that term, clause or provision will be given no effect and will be treated as though it were not included in these Conditions and/or the contract (as appropriate). The parties shall negotiate in good faith to replace the term, clause or provision with one that achieves similar economical effects to the purpose the parties would have intended commercially.

17. Third Party Rights

- 17.1 Except where rights are expressly granted to third parties in these Conditions, a person who is not a party to these Conditions or a contract between JC and the Purchaser has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions or the contract.
- 17.2 The contract between JC and the Purchaser may be rescinded or terminated and a term may be amended or waived without the permission of any third party.

18. Governing Law and Jurisdiction

- 18.1 The contract between JC and the Purchaser (and all non-contractual obligations arising in connection with that contract) are exclusively governed by the laws of England and Wales.
- 18.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded from these Conditions and any contract between JC and the Purchaser.
- 18.3 Any disputes arising out of or in connection with a contract between JC and the Purchaser shall be irrevocably submitted to the courts of England and Wales who shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) except that JC may also file claims against the Purchaser in any jurisdiction where the Purchaser is domiciled or has its registered office.