

## Core Biomass Limited – Standard Terms and Conditions for the Supply of Goods and Services.

### 1 Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“**Commencement Date**” has the meaning set out in clause 2.2;

“**Conditions**” means these terms and conditions as amended from time to time in accordance with clause 19.4;

“**Contract**” means the contract between Core Biomass and the Customer for the supply of Goods and/or Services in accordance with these Conditions;

“**Core Biomass**” means Core Biomass Limited registered in England and Wales with company number 08880409;

“**Core Biomass Materials**” has the meaning set out in clause 8.1.6.

“**Customer**” means the person or firm who purchases the Goods and/or Services from Core Biomass;

“**Customer Default**” has the meaning set out in clause 8.2;

“**Deliverables**” means the deliverables set out in the Order;

“**Delivery Location**” has the meaning set out in clause 4.1;

“**Force Majeure Event**” has the meaning given to it in clause 15.1;

“**Goods**” means the goods (or any part of them) set out in the Order;

“**Goods Specification**” means any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and Core Biomass;

“**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Order**” means the Customer’s order for the supply of Goods and/or Services, as set out in the Customer’s purchase order form, or the Customer’s written acceptance of Core Biomass’s quotation, as the case may be;

“**Services**” means the services, including the Deliverables, supplied by Core Biomass to the Customer as set out in the Service Specification below;

“**Service Specification**” means the description or specification for the Services provided in writing by Core Biomass to the Customer;

“**Termination Event**” has the meaning set out in clause 14.2; and

“**Warranty**” has the meaning set out in clause 5.1.

## 1.2 **Construction**

In these Conditions, the following rules apply:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.3 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.4 a reference to writing or written includes faxes and e-mails.

## 2 **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Core Biomass issues written acceptance of the Order at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Core Biomass which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Core Biomass and any descriptions of the Goods or illustrations or descriptions of the Services contained in Core Biomass’s catalogues or brochures shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions:
  - 2.5.1 apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing; and
  - 2.5.2 shall be regarded as accepted at the latest upon receipt of Core Biomass Goods and/or Services by the Customer.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

## 3 **Goods**

- 3.1 The Goods are described in the Goods Specification.
- 3.2 Core Biomass reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

## **4 Delivery of Goods**

- 4.1 Core Biomass shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after Core Biomass notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed at the Delivery Location ("**Delivery**").
- 4.3 Any dates quoted for Delivery are approximate only and the time of Delivery is not of the essence. If the parties have agreed on a period of time within which Delivery shall take place, such period shall start to run at the Commencement Date.
- 4.4 Core Biomass shall not be liable for any delay in Delivery that is caused by the Customer's failure to provide Core Biomass with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If Core Biomass fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Core Biomass shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by the Customer's failure to provide Core Biomass with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Customer fails to accept Delivery on the agreed date, then except where such failure or delay is caused by Core Biomass's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.6.1 Delivery shall be deemed to have been completed at 9.00 am on the Business Day following the day on which Core Biomass notified the Customer that the Goods were ready; and
- 4.6.2 Core Biomass shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If 10 (ten) Business Days after Core Biomass notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Core Biomass may resell or otherwise dispose of part or all of the Goods.

## **5 Quality of Goods and Warranties**

- 5.1 Core Biomass warrants that, at the time of Delivery, the Goods:
- 5.1.1 conform with the Goods Specification;
- 5.1.2 are free from material defects in design, material and workmanship;
- 5.1.3 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 5.1.4 are fit for any purpose set out in the Goods Specification.
- (the "**Warranty**").
- 5.2 The Customer shall notify Core Biomass in writing of an alleged breach of the Warranty without delay after a defect has become apparent, and in no case later than 14 days from discovery ("**Notice**"). Notice should be immediate if there is reason to believe that the defect may cause damage.
- 5.3 If the Customer fails to provide Notice, it shall waive its right to make any claim in respect of the defect.
- 5.4 If the Customer gives Notice, and no defect is found for which Core Biomass is liable, Core Biomass shall be entitled to compensation for the work and costs which it has incurred as a result of Notice.
- 5.5 Subject to clause 5.6:

- 5.5.1 if Notice is given;
- 5.5.2 Core Biomass is given a reasonable opportunity of examining such Goods; and
- 5.5.3 the Customer (if asked to do so by Core Biomass) returns such Goods to Core Biomass's place of business at Core Biomass's cost,

then Core Biomass shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full and this shall be the limit of Core Biomass's liability for the defective Goods.

- 5.6 Core Biomass shall not be liable for the Goods' failure to comply with the Warranty if:
  - 5.6.1 the Goods have not been paid for in full;
  - 5.6.2 the Customer makes any further use of such Goods after giving Notice;
  - 5.6.3 the defect arises because the Customer failed to follow Core Biomass's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  - 5.6.4 the defect arises as a result of Core Biomass following any drawing, design or Goods Specification supplied by the Customer;
  - 5.6.5 the Customer alters or repairs such Goods without the written consent of Core Biomass;
  - 5.6.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
  - 5.6.7 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.7 If dismantling or re-installation of parts necessitates intervention in equipment other than the Goods, the labour and costs resulting therefrom shall be the responsibility of the Customer.
- 5.8 Defective parts which are replaced in accordance with clause 5.5 shall become the property of Core Biomass.
- 5.9 Any dispute as to whether a defect is covered by the Warranty will be immediately referred to an expert appointed by the President of the Institute of Mechanical Engineers in London, whose decision will be final and binding on the parties and whose fees will be shared equally between the parties.
- 5.10 In addition to the Warranty set out above, to the extent that it is able, Core Biomass shall pass on to the Customer the benefit of any warranty given by the manufacturer of the Goods.
- 5.11 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Core Biomass under clause 5.5.

## **6 Title and risk**

- 6.1 The risk in the Goods shall pass to the Customer on completion of Delivery.
- 6.2 Title to the Goods shall not pass to the Customer until Core Biomass receives payment in full (in cash or cleared funds) for the Goods.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
  - 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Core Biomass's property;
  - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Core Biomass's behalf from the date of Delivery;
- 6.3.4 notify Core Biomass immediately if there is a Termination Event; and
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Core Biomass receives payment for the Goods.
- 6.5 If before title to the Goods passes to the Customer there is a Termination Event, then, without limiting any other right or remedy Core Biomass may have:
  - 6.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
  - 6.5.2 Core Biomass may at any time:
    - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
    - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **7 Supply of Services**

- 7.1 Core Biomass shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 Core Biomass shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Core Biomass shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Core Biomass shall notify the Customer in any such event.
- 7.4 Core Biomass warrants to the Customer that the Services will be provided using reasonable care and skill.

## **8 Customer's obligations**

- 8.1 The Customer shall:
  - 8.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification and/or Service Specification are complete and accurate;
  - 8.1.2 co-operate with Core Biomass in all matters relating to the Services;
  - 8.1.3 provide Core Biomass, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by Core Biomass to provide the Services;
  - 8.1.4 provide Core Biomass with such information and materials as Core Biomass may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
  - 8.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
  - 8.1.6 keep and maintain all materials, equipment, documents and other property of Core Biomass ("**Core Biomass Materials**") at the Customer's premises in safe custody at its own risk, maintain Core Biomass Materials in good condition until returned to Core

Biomass, and not dispose of or use Core Biomass Materials other than in accordance with Core Biomass's written instructions or authorisation.

- 8.2 If Core Biomass's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 8.2.1 Core Biomass shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Core Biomass's performance of any of its obligations;
  - 8.2.2 Core Biomass shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Core Biomass's failure or delay to perform any of its obligations as set out in this clause 8.2; and
  - 8.2.3 the Customer shall reimburse Core Biomass on written demand for any costs or losses sustained or incurred by Core Biomass arising directly or indirectly from the Customer Default.

## **9 Charges and payment**

- 9.1 The price for Goods shall be the price set out in the Order. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 9.2 The charges for Services shall be on a time and materials basis:
- 9.2.1 the charges shall be calculated in accordance with Core Biomass's standard daily fee rates, as set out in the Service Specification;
  - 9.2.2 Core Biomass's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from [**insert hours of work**] worked on Business Days;
  - 9.2.3 Core Biomass shall be entitled to charge an overtime rate of [**insert percentage increase**] per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2.2; and
  - 9.2.4 Core Biomass shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Core Biomass engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Core Biomass for the performance of the Services, and for the cost of any materials.
- 9.3 Core Biomass reserves the right to:
- 9.3.1 increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. Core Biomass will give the Customer written notice of any such increase 3 (three) months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Core Biomass in writing within 6 (six) weeks of the date of Core Biomass's notice and Core Biomass shall have the right without limiting its other rights or remedies to terminate the Contract by giving 3 (three) weeks' written notice to the Customer; and
  - 9.3.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Core Biomass that is due to:
  - 9.3.3 any factor beyond the control of Core Biomass (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

- 9.3.4 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 9.3.5 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Core Biomass adequate or accurate information or instructions in respect of the Goods.
- 9.4 In respect of Goods, Core Biomass shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Core Biomass shall invoice the Customer monthly in arrears.
- 9.5 The Customer shall pay each invoice submitted by Core Biomass:
- 9.5.1 within 14 days of the date of the invoice; and
- 9.5.2 in full and in cleared funds to a bank account nominated in writing by Core Biomass, and
- 9.5.3 time for payment shall be of the essence of the Contract.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by Core Biomass to the Customer, the Customer shall, on receipt of a valid VAT invoice from Core Biomass, pay to Core Biomass such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.7 If the Customer fails to make any payment due to Core Biomass under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay's Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Core Biomass may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Core Biomass to the Customer.

## **10 Property rights**

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Core Biomass.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Core Biomass obtaining a written licence from the relevant licensor on such terms as will entitle Core Biomass to license such rights to the Customer.
- 10.3 All Core Biomass Materials are the exclusive property of Core Biomass.

## **11 Confidentiality**

- 11.1 A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the receiving party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

## **12 Limitation of liability**

- 12.1 Nothing in these Conditions shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation or the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.
- 12.2 Subject to clause 12.1, Core Biomass shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit; or loss of goodwill; or loss of business; or loss of business opportunity; or loss of anticipated saving; or loss or corruption of data or information; or special, indirect or consequential damage or loss, suffered by the Customer that arises under or in connection with the Contract.
- 12.3 Subject to clauses 5.5, 12.1 and 12.2, Core Biomass's total liability to the Customer arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred percent (100%) of the price payable for the Goods and/or Services by the Customer under the relevant Contract at the time that the liability arose.
- 12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 This clause 12 shall survive termination of the Contract.

## **13 Liability for damage to property caused by the Goods.**

- 13.1 Subject to clause 5, the Customer agrees to indemnify and keep indemnified Core Biomass from and against all costs, claims, liabilities, expenses, damages and losses arising out of or in connection with any damage caused by the Goods after Delivery including damage to any (movable or immovable) property.
- 13.2 If a claim for loss or damage as set out in this clause 13 is raised by a third party against either party to the Contract, the latter shall forthwith notify the other party thereof.

## **14 Termination**

- 14.1 Core Biomass may terminate the Contract giving the Customer 14 days' written notice.
- 14.2 Without limiting its other rights or remedies, Core Biomass may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 14.2.1 the Customer commits a material breach of any term of the Contract (including failure to pay for the price for the Goods and all other sums due to Core Biomass under the Contract in accordance with clause 9) and (if such a breach is remediable) fails to remedy that breach within 14 (fourteen) days of the Customer being notified in writing to do so;
- 14.2.2 an order is made or a resolution is passed for the winding-up of the Customer or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the Supplier or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Customer's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the Customer takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt;
- 14.2.3 the Customer ceases, or threatens to cease, to carry on business;
- 14.2.4 the Customer (being an individual) is the subject of a bankruptcy petition or an order;
- 14.2.5 there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

(any of these being a "Termination Event").

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

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

## **15 Force majeure**

15.1 For the purposes of this Contract, a "**Force Majeure Event**" means an event beyond the reasonable control of Core Biomass including strikes, lock-outs or other industrial disputes (whether involving the workforce of Core Biomass or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.2 Core Biomass shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15.3 If the Force Majeure Event prevents Core Biomass from providing any of the Services and/or Goods for more than 3 (three) weeks, Core Biomass shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## **16 Assignment and other dealings.**

16.1 Core Biomass may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

16.2 The Customer shall not, without the prior written consent of Core Biomass, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

## **17 Notices.**

17.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

17.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

## **18 Severance.**

18.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **19**     **General**

- 19.1     A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.2     Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 19.3     A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 19.4     Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Core Biomass.

## **20**     **Governing Law and Jurisdiction**

- 20.1     This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 20.2     Subject to clause 5.9, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## **21**     **Consumer rights**

- 21.1     In the event that the Customer is natural person who is forming the Contract outside of a business, these Conditions will not affect their statutory rights.