

## TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

By placing an order with PharmaCodes, you acknowledge that you have read these Terms and agree to be bound by the Agreement. If you are entering into the Agreement on behalf of your organisation, company or a legal entity ('Entity'), you are agreed to the Agreement for that Entity and you represent to PharmaCodes that you have the authority to bind such Entity to the Agreement. If you do not have such authority, or if you do not agree with these Terms, you must notify PharmaCodes and not enter into the Agreement.

### 1. Structure of the Agreement

- 1.1. These terms (the 'Terms') apply to all contracts under which PharmaCodes' clients (each a 'Client') agree to purchase PharmaCodes Goods, Services or Digital Content.
- 1.2. These Terms apply whether the contract is an 'Online Contract', meaning when a Client agrees to purchase Goods, Services or Digital Content and makes payment to PharmaCodes through the Website, or an 'Offline Contract', meaning when a Client agrees in writing (including via email) and/or using PharmaCodes Order Form to purchase PharmaCodes' Goods, Services or Digital Content.
- 1.3. An Online Contract is formed once the Client confirms payment on the Website and receives a confirmation email confirming the Client's order. Together, these Terms and any confirmation email constitute a binding contract between PharmaCodes and Client (each an 'Agreement').
- 1.4. An Offline Contract is formed once the Client confirms in writing its agreement to purchase PharmaCodes' Goods, Services or Digital Content whether using an Order Form or not. Together, these Terms any correspondence confirming an order, any Order Form (including its annexes) constitute a legally binding contract between PharmaCodes and Client (each an 'Agreement').
- 1.5. PharmaCodes may update these Terms from time to time by notification in writing to the Client or by another suitable form of communication.

### 2. Fees and Payment Terms

- 2.1. Unless otherwise agreed, Client shall pay the Fees (and any Additional Fees or Expenses) to PharmaCodes for Goods, Services and Digital Content in accordance with each Agreement.
- 2.2. For Online Contract, the Client shall make a payment for the Goods, Services and Digital Content through the Website.
- 2.3. For Offline Contracts, the Client shall;
  - 2.3.1. in respect of Goods and Digital Content, pay PharmaCodes within 30 days of the date of PharmaCodes invoice which may be issued upon entry into the Agreement;
  - 2.3.2. subject to Clause 2.4, in respect of Services, in arrears within 30 days of the date of PharmaCodes' invoice which may be issued upon completion of the delivery of the Services.
- 2.4. In certain circumstances, PharmaCodes shall require payment on account in advance of the provision of the Services, either in full or in part, in respect of its Services. In such instances it shall be agreed in writing with the Client.
- 2.5. All Fees (and any Additional Fees or Expenses):
  - 2.5.1. do not include VAT or any other applicable sales tax (unless otherwise stated) which shall be payable in addition by the Client (if applicable). If the rate of VAT changes between the payment for the any Goods, Services or Digital Content and the date of delivery or performance, PharmaCodes shall adjust the rate of VAT payable, unless the Client has already paid for the Goods, Services and/or Digital Content in full before the change in the rate of VAT takes effect.
  - 2.5.2. shall be payable in pound sterling (unless otherwise agreed)
  - 2.5.3. shall be payable without set-off, deduction or withholding.
- 2.6. In the event of late or default payment of Fees (or Additional Fees or Expenses), PharmaCodes reserves the right to charge interest accruing daily at the rate of 5% per year over the then current base rate of Lloyds TSB Bank Plc (UK) from time to time, commencing from the due date until the total sum due has been paid in full (whether before or after judgment).
- 2.7. The Parties agree that time is of the essence in respect of the payment of all Fees (and the Additional Fees and Expenses).

### 3. Goods

- 3.1. Subject to Clause 3.2, upon receipt of the Fees for the Goods in cleared funds, PharmaCodes shall arrange for the dispatch the Goods to the Client's registered office, or the other address as agreed with the Client, within 5 working days.
- 3.2. In the case of a pre-order, being Goods paid for in advance not yet commercially released or available for which discounts may be available for advance orders, shall be dispatched to the Client once such Goods are commercially released and available.
- 3.3. Goods shall be sent to the Client by PharmaCodes third party delivery service providers unless otherwise agreed.

3.4. Fees agreed for Goods shall include all delivery costs in respect of the Goods based on delivery method selected by the Client.

3.5. Delivery of Goods may not be cancelled nor may the amount paid by the Client be refunded once payment has been made.

3.6. Delivery of Goods is completed once the Client, or a nominated substitute or neighbour, has signed for the Goods at the delivery address. The Goods shall be the Client's responsibility from that time and any title in the Goods shall pass at that point.

3.7. If the Goods are damaged in transit or otherwise not delivered within the time frames set out in this Clause 3, the Client should notify the PharmaCodes immediately and provide details of the damage. Clients should expect reasonable wear and tear in relation to the postal delivery of the Goods. However, if the damage to the Goods is more substantial subject to provision of suitable evidence by the Client, the parties shall negotiate in good faith to agree either a refund or for further goods to be sent to the Client within a reasonable period.

#### 4. Digital Content

4.1. Upon receipt of the Fees for the Digital Goods in cleared funds, PharmaCodes shall provide access to the Digital Content within 5 working days or the date as otherwise agreed by the Parties, either by emailing such Digital Content or emailing access details in respect of such Digital Content to the email address of the Client Contact.

4.2. In consideration of Client's payment of the Fees (and any renewed Fees described in Clause 4.2.1) for the Digital Content and the Client's compliance of the terms of this Agreement, PharmaCodes grants to the Client a non-transferrable, non-exclusive and revocable licence as further described in Clause 4.3 to use the Digital Content for the Client's internal business purposes only.

4.2.1. The licence to use Digital Content is annual unless otherwise stated. Each annual licence shall renew automatically for a further year, unless terminated at least 14 days in advance of its renewal date in writing by the Client. Each renewal period shall be invoiced by PharmaCodes to the Client in advance for the renewal period's Fees. PharmaCodes shall notify the Client of the date of renewal for such annual licences and may agree pro-rated Fees with the Client to ensure that the date of renewal for the licences for Digital Content are aligned across PharmaCodes' products.

4.3. In respect of the Client's licence to use the Digital Content, Client shall:

4.3.1. not copy the Digital Content, except to the extent that such copying is incidental to normal use of the Digital Content or where it is necessary for the purpose of back-up or operational security;

4.3.2. not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Digital Content;

4.3.3. make alterations to, or modifications of, the whole or any part of the Digital Content, nor permit the Digital Content or any part of it to be combined with, or become incorporated in, any other programs;

4.3.4. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Digital Content nor attempt to do any such thing except to the extent that permitted by law;

4.3.5. supervise and control use of the Digital Content and ensure that it is used by the Client's staff only and in accordance with the terms of this Agreement. The Client acknowledges that it shall be primarily liable for any such breach by its staff; or

4.3.6. not access, store, distribute or transmit any materials or content using the Digital Content which is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts or makes reference to sexually explicit images or themes; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property.

4.4. PharmaCodes has the right, at its sole discretion, without liability to Client (or Client's end customers) or prejudice to its other rights, to suspend or cease the provision of the Digital Content without further notice to Client should the Client fail to pay the Fees or breach the terms of the Agreement.

#### 5. Services

5.1. PharmaCodes shall provide the Services of such nature, at such location, in accordance with whatever timetable agreed with the Client (or as set out in the Order Form). If Fees are payable (in full or in part) in advance of the provision of the Services, PharmaCodes shall be under no obligation to provide the Services if such payments have not been received in cleared funds in advance of any agreed payment dates.

5.2. If additional time is spent in the delivery of the Services, including as a result of any delays, cancellations or alterations to the Services attributable all, on in part, to Client, or the delivery of additional Services which are agreed, PharmaCodes is entitled to charge further fees (the 'Additional Fees'). PharmaCodes shall use its reasonable endeavours to notify the Client as soon as possible if such Additional Fees are incurred or are likely to be incurred. Additional Fees shall be paid as set out in the relevant PharmaCodes invoice. Additional Fees shall be charged at PharmaCodes' standard rates. Such rates are subject to review by PharmaCodes.

5.3. The Client shall pay PharmaCodes' expenses incurred in connection with the delivery of the Services, at cost, (the 'Expenses') including:

5.3.1. any expenses which are described in the Order Form; and

5.3.2. any reasonably incurred incidental and out-of-pocket expenses (including transport costs, costs for telephone calls, postage, shipping, overnight courier, accommodation and subsistence, production of sample packaging, illustrator fees and presentation materials).

Expenses shall be paid as set out in the relevant PharmaCodes invoice

5.4. If the Client has any reason require to change the timetable for the delivery of the Services, the Client shall notify PharmaCodes in writing as soon as possible:

5.4.1. if notification is provided more than 10 working days before the scheduled delivery of the Services, PharmaCodes shall reschedule the delivery of the Services for a mutually convenient time subject to payment of an charge of 50% of the Fees in consideration of the work already undertaken by PharmaCodes in preparation for the delivery of the Services; and

5.4.2. if notification is provided 10 working days or less before the scheduled delivery of the Services, PharmaCodes shall be under no obligation to rearrange the training and the Fees paid in respect of the Training shall not be refunded or shall still be payable if not already received.

5.5. If PharmaCodes has any reason to change the timetable for the delivery of the Services the Client agrees that PharmaCodes shall be entitled to, at its sole discretion to either:

5.5.1. appoint alternative personnel to provide the Services; or

5.5.2. PharmaCodes may notify the Client that the timetable shall be altered and shall agree a revised timetable with the Client at no additional costs to the Client.

5.6. If under Clause 5.5 PharmaCodes is not able to provide the Services in accordance with the timetable for whatever reason:

5.6.1. subject to clause 9.1, PharmaCodes' aggregate liability to the Client or any third parties shall be limited to the cost of the training;

5.6.2. subject to clause 9.1, PharmaCodes is not liable for any direct or indirect losses, costs or expenses incurred by the Client, its staff or customers (for example, travel expenses or the costs of any subsistence or accommodation) whether such losses were foreseeable or not; and

5.6.3. the change or cancellation by PharmaCodes will not be deemed as a breach of contract under this Agreement.

5.7. PharmaCodes has the right, at its sole discretion, without liability to Client (or Client's end customers) or prejudice to its other rights, to suspend or cease the provision of the Services without further notice to Client should the Client fail to pay the Fees, Additional Fees or Expenses or breach the terms of the Agreement.

## 6. Client Obligations

6.1. Client agrees that it shall:

6.1.1. pay PharmaCodes the Fees, Additional Fees and/or Expenses as set out in the Agreement;

6.1.2. ensure that it has suitable hardware, software and internet connection in order to receive any Digital Content;

6.1.3. provide PharmaCodes with reasonable rights of access to, and use of, all relevant information, co-operation data and facilities as may be necessary for PharmaCodes to deliver the Goods and/or Services or to invoice Client;

6.1.4. carry out all obligations under the Agreement in a timely and efficient manner. If Client is delayed in providing such assistance, PharmaCodes may adjust any timetable and/or delivery of the Goods, Services or Digital Content as it deems reasonably necessary; and

6.1.5. keep PharmaCodes informed from time to time of any relevant changes to Client's operating plans or marketing initiatives in relation to the use of the Service.

## 7. Intellectual Property Rights

7.1 Unless expressly stated otherwise in this Agreement, PharmaCodes (and its licensors) retains all title, rights and interests in and ownership of its Intellectual Property Rights of the Goods, Services and the Digital Content) and any Intellectual Property Rights in any works it creates or obtains. Nothing PharmaCodes creates or provides under this Agreement will be considered a 'work made for hire'. For the avoidance of doubt, if any materials (such as slides or handouts) are provided or presented by PharmaCodes in connection with the delivery of the Services, PharmaCodes retains all title and rights in connection with such materials. PharmaCodes is under no obligation to provide a copies of such materials to the Client upon completion of the Services.

7.2 PharmaCodes™ may, at its own discretion, agree, in return for payment of a fee, to provide a copy of its training presentation or presentations to a pharmaceutical company or medical communications agency. In such instances PharmaCodes will retain all rights as mentioned in 7.1. The use of the material(s) supplied may only be used by the company making the purchase for the permitted purpose i.e. to train members of their staff. PharmaCodes reserves the right to decline to supply these presentations.

## 8. Warranties and Undertakings

8.1. Each Party represents, warrants and undertakes to the other that:

8.1.1. it has the necessary authority to enter into the Agreement; and

8.1.2. the performance of the Agreement by that Party will not breach any contractual or other obligation owed by that Party to any other person, any rights of any other person or any other legal obligations

8.2. The images of Goods, Digital Content or Services on PharmaCodes website and in any catalogue or marketing materials are for illustrative purposes only. Although, PharmaCodes make all reasonable efforts to display the colours accurately it does not warrant that the printed pictures accurately reflect the colours of the Goods or functionality of the Digital Content. Goods and Digital Content may vary slightly from those images.

## 9. Disclaimers and Limitations of Liability

9.1. Nothing in the Agreement shall operate to exclude or limit either Party's liability for: (a) death or personal injury caused by their negligence; (b) their fraud or fraudulent misrepresentation; or (c) any other matter for which liability cannot be excluded or limited under applicable law.

9.2. Subject to Clause 9.1, to the fullest extent permitted by law PharmaCodes excludes all representations, warranties, conditions, terms, undertakings, and obligations whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise that are not expressly set out in the Agreement including warranties of merchantability, fitness for purpose, title or non-infringement. Client acknowledges that PharmaCodes gives no representation or warranty that the Goods or Digital Content shall be fit for purpose and that it is the Client's responsibility for assessing such materials before entering into the Agreement.

9.3. Subject to Clause 9.1, PharmaCodes shall not be liable to the Client or any third party for any and all claims whether in tort (including negligence and breach of statutory duty), contract or otherwise for:

9.3.1. any losses arising out of or in connection with any direct or indirect damages or losses in relation to any loss of goodwill, business opportunities, loss of profits or contracts, loss of anticipated savings, wasted management time or office time;

9.3.2. any error or omission, whether human or man-made, in the provision of the Goods, Services or Digital Content (including any typographical or programming errors);

9.3.3. loss or corruption of content or data or losses or damage to any equipment, computer programs, data or other proprietary material caused by viruses, bugs, worms, trojan horses, bots or other harmful and destructive components in respect of the Digital Content;

9.3.4. the failure of Client's software, hardware or connection to the Internet;

9.3.5. any other indirect or consequential, special, punitive loss or damage, even if that party has previously been advised of the possibility of the same and whether foreseeable or not.

9.4. Subject to Clause 9.1, PharmaCodes does not warrant or represent that the Goods, Services or Digital Content shall be free from faults, errors or interruption, nor that any information or advice provided by PharmaCodes in any Goods, Digital Content or Services will be in compliance with the relevant legislations, rulings, codes or practices. All information provided by PharmaCodes is for general guidance only and does not in any way form legal advice or a substitute for legal advice, nor an interpretation of the relevant legislation by a governmental bodies. The Client should obtain professional legal advice in relation to any specific matter.

9.5. Subject to Clause 9.1 and notwithstanding the foregoing provisions PharmaCodes' aggregate liability to Client or any third party in relation to all claim arising from or in connection with this Agreement shall not exceed the amount that is equivalent to the total Fees paid to PharmaCodes by Client in Fees during the six months preceding the date on which such liability arose.

9.6. Each Party agrees that each of the exclusions and limitations in Clause 5.6, 8.2 and this Clause 9 are reasonable having regard to the nature of the Agreement and the relationship between PharmaCodes and Client. Each of the above exclusions or limitations shall be construed as separate and severable provisions of the Agreement.

## 10. Term and Termination

10.1. The Agreement shall commence on the date it is entered into and shall continue unless terminated under this Clause 10 or until the completion of the delivery of the Goods, Services or Digital Content, or as specified under any timetable.

10.2. PharmaCodes may terminate the Agreement without liability:

10.2.1. immediately on giving notice to the Client if the Client commits a material breach of any clause of the Agreement and (if such a breach is remediable) fails to remedy such breach within 7 days of being requested to do so;

10.2.2. immediately on giving notice to the Client if the Client becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, or if any event occurs which has an effect equivalent or similar to any of the events mentioned in this Clause 10.2.2; or

10.2.3. immediately on giving notice to the Client if the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a relevant substantial part of its business.

## 11. Consequences of Termination

11.1. On termination of the Agreement:

11.1.1. PharmaCodes shall cease to provide the Goods, Services or Digital Content;

11.1.2. PharmaCodes shall immediately invoice Client for any Fees (including any Additional Fees and Expenses) which have not already been paid in full (such Fees, Additional Fees and Expenses will become immediately due and payable upon the issuance of the invoice); and

11.1.3. any rights, remedies, obligations or liabilities of the Parties that have accrued during the Term, including the right to claim damages in respect of any breach of the Agreement which existed during the Term shall not be affected or prejudiced.



11.2. The expiry or termination of the Agreement shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

## 12. Confidentiality

12.1. Each Party shall keep the other Party's Confidential Information confidential and not to disclose or make available the other Party's Confidential Information to any third party without the prior written consent of the other Party, nor use the Confidential Information for any other purpose other than for the performance of this Agreement or to the extent that the Party can show that the Confidential Information has become public knowledge other than through any breach of this Agreement; or is received after the date of this Agreement by the Party from a third party who is not restricted by any confidentiality obligations.

12.2. Confidential Information may only be disclosed by a Party:

12.2.1. To their employees, contractors, professional advisors, [potential and actual investors] and those of its Affiliates ('Authorised Personnel') strictly on a need to know basis; or

12.2.2. As is required by applicable law.

12.3. And subject to each disclosure pursuant to this Clause 12.2, each Party shall ensure all Authorised Personnel observe the confidentiality and non-disclosure obligations contained in Clause 12.1 and do not use the Confidential Information except for the purposes for which its disclosure is made.

12.4. The obligations of confidentiality set out in this Clause 12 shall last for 5 years from the end of the Term.

## 13. Force Majeure

Notwithstanding anything else contained within this Agreement, PharmaCodes shall not be liable for any non-performance, part-performance, defective performance or delay in performance of its obligations hereunder if such performance is directly or indirectly caused by circumstances beyond its reasonable control (including any delay caused by an act or omission of Client). The following list includes examples of events that shall be regarded as such circumstances: strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or any other causes, circumstances, or contingencies, beyond PharmaCodes' control, which prevent or hinder the performance of PharmaCodes of any of its obligations hereunder.

## 14. General

14.1. Entire Agreement: The Agreement contains the entire understanding of the Parties with respect of the subject matter hereof, supersedes all prior agreements and may not be modified or amended except in writing signed by PharmaCodes. For the avoidance of doubt any 'Purchase Order' or similar document provided by the Client does not form part of the Agreement and its terms do not apply to the relationship between the Parties.

14.2. Structure of this Agreement: In the event of any inconsistency or conflict between these Terms and any Contractual Document, the terms of the Contractual Document shall take precedence. In the event of any inconsistency or conflict between these Terms, the Contractual Document and any other annex to the Contractual Document, the terms of the Contractual Document shall take precedence over any other annex, however the other annexes shall take precedence over these Terms.

14.3. Waiver: No forbearance, delay or indulgence by either Party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

14.4. Severability: If any provision in the Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law then that provision or part shall to that extent be deemed not to form part of the Agreement and the enforceability of the remainder of the Agreement shall not be affected.

14.5. Assignment: Client shall not, without the prior written consent of PharmaCodes, assign, transfer, subcontract, charge or deal in any other manner with all or any of its rights and obligations under the Agreement. PharmaCodes may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights and obligations under the Agreement.

14.6. Status of the Parties: PharmaCodes and Client are each independent contractors with respect to each other and nothing in the Agreement shall create any association, partnership, joint venture or agency relationship between them.

14.7. Rights of Third Parties: For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provision of the Agreement, the Agreement is not intended to, and does not, give any person who is not a Party to it any right to enforce any of its provisions except for any subsidiary, holding company or other group company of PharmaCodes.

14.8. Notices: All notices which are required to be given under the Agreement shall be given by email to admin@pharmacodes.com in respect of PharmaCodes and in the case of Online Contracts the email address provided by the Client, and in the case of Offline Contracts any email address provided by the Client. All notices shall be deemed to have been served if by e-mail, when dispatched.

15. Law and Jurisdiction

Any matter arising out of or in connection with the Agreement (including non-contractual obligations) shall be governed by and construed in accordance with the Laws of England and the Parties agree that any matter arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

16. Definitions

16.1. The capitalised terms used in the Agreement shall have the meanings ascribed to them throughout, including as follows: Additional Fees: means as defined in Clause 5.2

Contractual Document: means, in relation to an Offline Contract any correspondence between the parties relating to the terms of the Agreement, any Order Form and any annexes to such documents

Confidential Information: means all information relating to the business of either Party which is not in the public domain, including all know-how, trade secrets, business and development plans and price list

Digital Content: means any digital content PharmaCodes is selling the Client including electronic learning materials and e-books, which PharmaCodes may update the contents from time to time

Expenses: means expenses of PharmaCodes as described in Clause 5.3

Goods: means any goods PharmaCodes is selling the Client including any books and other literature

Fees: means the amount(s) payable to PharmaCodes under the Agreement for the Goods, Services and Digital Content either

(a) as described in Part 2.2 of the Order Form or

(b) as set out on PharmaCodes' website

Intellectual Property Rights: all copyright (including copyright in computer code), database rights, rights in designs, trade marks (whether registered or unregistered) rights in goodwill and the right to sue for passing off or unfair competition, patents, rights in inventions and all other intellectual property and sui generis 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

Invoice: means the invoice(s) issued by PharmaCodes in relation to this Agreement from time to time

Offline Contract: means a contract between PharmaCodes and a Client as further described in Clauses 1.2 and 1.4

Online Contract: means a contract between PharmaCodes and a Client as further described in Clauses 1.2 and 1.3

Order Form: means an order form for Goods, Digital Content and/or Services to which these Terms apply as may be varied from time to time by PharmaCodes

Parties: means PharmaCodes and Client (each a 'Party')

PharmaCodes: means PharmaCodes Compliance Ltd, a company registered in England and Wales whose registered company number is 06332640 and whose correspondence address is Griord House, Adbury Holt, Newbury RG20 9BN

PharmaCodes Bank Account: means the HSBC Bank Sort Code: 40-09-29 Account Number: 61290037

Services: means any services PharmaCodes is offering the Client including consultancy, training and face to face training delivered remotely (for example by a webinar)

Terms: means these terms and conditions for the sale of goods and services

'Website' means PharmaCodes' website at the domain name [pharmacodes.com](http://pharmacodes.com)

16.2. Interpretation: In the Agreement unless otherwise specified, reference to:

(a) the words "include" and "including" shall be deemed to mean "including but not limited to"

(b) a person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists)

(c) unless the context otherwise requires, any reference in the Agreement to a statute and/ or legislation shall include a reference to any modification, amendment or re-enactment thereof

(d) 'clause' shall refer to any clause of these Terms and 'part' shall refer to any part of the Order Form and (e) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.