

CONTRACT FOR AUTOVISTA PRODUCTS

**TERMS AND CONDITIONS
V0418_03**

1 INTERPRETATION

In these Conditions the following words shall have the following meanings:

- “Autovista” means Autovista International AG of Churerstrasse 158, CH-8808 Pfäffikon, Switzerland
- “Commencement Date”: the commencement date specified in the Order Details;
- “Conditions”: these terms and conditions;
- “Contract”: the contract for the provision of Products comprising the Order and Order Details, any subsequent Orders accepted by Autovista and the Conditions and such other schedules as are agreed in writing by the parties as forming part of the Contract, and in the event of any inconsistency or conflict between those documents, their order of prevalence shall be the same order as written in this clause;
- “Customer”: the person, firm or company who contracts for Products pursuant to the Contract;
- “Customer Platform”: means the system (if any) specified in the Order Details through which Customer will access and (if permitted) allow access to the Product for its authorised Users and/ or External Users;
- Data Protection Legislation means the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
- “Electronic Media”: computer readable media for use on a computer or the Internet;
- “Excess Usage”: means (where applicable) any usage of the Product above the levels agreed by Customer, which will be charged at the rate indicated in the Order Details;
- “External Use”: means Use by Customer and by End Users via the Customer Platform;
- “External Users”: Means the third party users specified in the Order Details provided with access to the Product by Customer in accordance with the Contract;
- “Fee”: the amount payable by Customer in respect of the Products as specified in the Order Details as may subsequently be varied in accordance with this Contract;
- “Intellectual Property Rights”: (i) patents, trademarks, designs (registered or unregistered applications); (ii) copyrights, topography rights, database rights, moral rights, know-how rights; (iii) trade business and company names, Internet domain names and e-mail addresses; (iv) the goodwill attaching to any of the aforementioned rights; and (v) any forms of protection of a similar nature and having equivalent or similar effect in any jurisdiction; in each case including applications and rights to apply for any registered right;
- “Internal Use”: means Use only by Customer for the specific internal use described in the Order Details, or if no specific internal use is specified, its own internal use, and, in respect of Products supplied for use with computer equipment, the copying or transmission of Products into the computer equipment only within Customer’s organisation and not accessible to any third party for the purpose of the Contract;
- “Order” means an order to purchase or license the Products including the Conditions and other schedules as are agreed in writing by the parties as forming part of such order.
- “Order Details”: the order details in section A of this Contract, in which Customer’s order for the Products is described;
- “Product(s)”: the products supplied by Autovista pursuant to the Contract, , including any and all data, Updates and any computer software enabling access to and/or Use of the Products however supplied (whether in hard copy, or Electronic Media or via a remote communication link such as the Internet);
- “Territory” means the territory specified in the Order Details.
- “Update(s)”: any updated, improved or modified version of Products from time to time issued by Autovista;
- “Use”: accessing, operating or running Products as permitted by the Contract; and
- “Users”: individuals having access to Products via electronic equipment at any one time, excluding External Users.
- “VRM look-up”: VRM look-up means a search tool under which one can enter the VRM (registration number) of a vehicle and retrieve information about it.

2 TERMS OF THE CONTRACT

These Conditions shall apply to all supplies of Products by Autovista to Customer to the exclusion of all other terms, conditions or representations (whether express or implied) including (but not limited to) any terms, conditions or representations which Customer may purport to apply under any purchase order, confirmation order or similar document. Save as otherwise specified in these Conditions, no variation to this Contract shall be binding unless agreed in writing between the authorised representatives of Autovista and Customer.

3 ACCEPTANCE OF ORDERS

A Contract shall come into existence between the parties upon Autovista confirming acceptance of Customer's Order. For the avoidance of doubt, the issuing of an invoice by Autovista constitutes acceptance of an Order.

4 FEE AND PAYMENT

4.1 In consideration of the supply of Products and/ or services, Customer will pay the Fee to Autovista, which shall be invoiced by Autovista to Customer as stated in the Order Details.

4.2 The Fee shall be in the currency stated in the Order Details and is exclusive of VAT and any other tax or duty payable by Customer.

4.3 Autovista shall not be obliged to deliver Products until Customer has paid for them.

4.4 Fees are payable within 30 days of the date mentioned on the relevant invoice or otherwise as specified on the invoice.

4.5 If Customer fails to make any payment when due for any reason (including, without limitation, dishonoured cheques or card payments, direct debit cancellation), Autovista reserves the right to:

4.5.1 require immediate full payment of all Fees for the remainder of the then current duration of the Contract as specified in the Order and/or the Order Details;

4.5.2 charge Customer interest, administration and bank charges in respect of late payments, dishonoured cheques, and any other non-payment of any part of the Fee due under the Contract (as well after as before judgment) at the rate of 4% per month from the due date of any late payment until payment;

4.5.3 suspend any and all licences granted to Customer until it has made payment in full;

4.5.4 withhold delivery of any further Updates or Products until such time as all arrears have been settled; and/or

4.5.5 terminate the Contract pursuant to clause 11.2.1.

4.6 Autovista shall be entitled to increase all Fees and rates at yearly intervals on each anniversary of the Contract, if it notifies Customer in writing, at least 90 days before the expiry of the then-current term of the Contract and Customer does not oppose such Fee or rate increase within the next 30 days, which shall be deemed Customer's acceptance.

5 DELIVERY

5.1 Autovista shall use its reasonable endeavours to deliver Products by any dates specified in the Order Details for delivery of Products.

5.2 Autovista will use its reasonable endeavours to provide Updates by any date specified. Where any Product is supplied via a remote communication link such as the Internet, Customer acknowledges that Autovista shall not be liable for any delay or failure to supply or any corruption of information caused by the communication link. Autovista's obligation will be limited to using reasonable endeavours to ensure that any version of a Product which is so affected is supplied to Customer uncorrupted as soon as reasonably possible after it becomes aware of the problem.

5.3 Autovista may, at any time during the term of this Contract, withdraw a Product from general availability and, at Autovista's option, either (i) replace it with an alternative product or deliver the applicable data through an alternative medium, provided that the replacement product or medium shall deliver materially the same capability and/ or data to the Customer; or (ii) provide a pro rata refund of the Fee relating to the withdrawn Product.

5.4 Autovista may make changes to the Products, and will give not less than 3 months' prior notice of such changes and any steps required to be taken by Customer. If the change will not have a material adverse effect on Customer, Customer must implement the changes within the time specified in the notice of change. If the change will have a material adverse effect on Customer, Customer must notify Autovista as soon as it becomes aware of the issue and the parties will discuss in good faith to resolve the issue.

6 INTELLECTUAL PROPERTY RIGHTS AND LICENCE

6.1 All Intellectual Property Rights in Products and any other items supplied pursuant to the Contract will remain the property of Autovista or its suppliers or sub-contractors, whichever is applicable.

6.2 Rights to vehicle images belong to their creator or rightsholder. Autovista grants to Customer no rights to use such images; Autovista's service in relation to images is limited to providing a link from the Products to the images. Such links may only be used in conjunction with the Products and only online without undertaking any reproductions, other than necessary transitory copies in the cache memory. Further use of the images in electronic mailings or printed materials is prohibited. Autovista may withdraw the links to the images at any time, and any further use of the links by Customer must cease if the image rightsholder so requires. In such circumstances, Autovista will at its sole discretion attempt to make other images available to Customer.

- 6.3 Subject always to Customer's compliance with its obligations in this Contract, Autovista grants to Customer a non-exclusive, non-transferable licence to Use Products and any associated data, instruction manuals and guides within the Territory for the duration of the Contract.
- 6.4 Where a Customer Platform is specified in the Order Details, use may only take place through the Customer Platform unless otherwise agreed in writing by the parties.
- 6.5 Where the Permitted Use in the Order Details expressly permits External Use, Customer shall:
- 6.5.1 be permitted to allow the use of Products in the Territory by its External Users only in accordance with the Permitted Use;
 - 6.5.2 not allow the Product or any part thereof to be displayed or made available other than via the Customer Platform, unless with the Autovista's prior written consent;
 - 6.5.3 be responsible for all use of the Product made by its External Users, and indemnify and hold harmless Autovista against all third-party claims, damages, liabilities, costs and expenses arising from such use;
 - 6.5.4 incorporate Autovista's trade mark on the Customer Platform as set out in any applicable guidelines issued by Autovista from time to time to indicate that the information contained in the Product belongs to and is provided by Autovista;
 - 6.5.5 keep accurate records of the numbers and identities of all External Users permitted by it to use the Product, and provide the same to Autovista upon request. Customer is responsible for compliance with requirements of data protection laws applicable to personal data of his own customers (in particular, to obtain the necessary consents from and/or to provide transparent information to data subjects in order to forward their personal data to Autovista when requested).
- 6.6 Any additional use or application of the Product or any data is expressly prohibited, including, but not limited to the development and/or supply of any smartphone app or SMS service.
- 6.7 Autovista (or any of its representatives or professional advisers, who are bound by professional obligations of confidentiality) shall have the right, on providing reasonable notice to Customer, to enter Customer's premises during business hours and use all computer systems and facilities for the purpose of inspecting and copying any records or other information in any medium as reasonably necessary to monitor Customer's compliance with the Contract, subject to Customer's obligations of confidentiality to third parties. In the event of material non-compliance by Customer being detected, Autovista shall be entitled to recover the costs of the audit, in addition to any other damages which may be recoverable.

7 CONFIDENTIALITY

- 7.1 Subject only to the Permitted Use, Customer shall:
- 7.1.1 Keep Products and any information contained therein confidential and limit access to Products to those of its employees, agents and sub-contractors who have a need to know. For the avoidance of doubt, any and all business-related information exchanged among the parties shall be deemed to be confidential information. Under no circumstances shall information contained in Products be made available to any member of the general public or any other third party (except for information that is already generally available to the public without charge or restriction);
 - 7.1.2 Notify Autovista immediately if it becomes aware of any unauthorised use of or access to any part of Products or confidential information by any third party;
 - 7.1.3 Take all steps necessary to protect the confidential information or Intellectual Property Rights of Autovista in Products;
 - 7.1.4 Inform all relevant employees, agents and sub-contractors that Products constitute confidential information of Autovista and that all Intellectual Property Rights therein are the property of Autovista or its licensors and Customer shall take all such steps as will be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 7.

8 LICENCE OBLIGATIONS OF CUSTOMER

- 8.1 Except as expressly permitted below, Customer shall not copy, extract or re-utilise Products or any part of them, or create any derivative works based in whole or part on Products.
- 8.2 Customer shall not assign, transfer, lease, rent, charge or otherwise deal with Products or use Products on behalf of any third party nor make Products available to any third party nor use Products to provide information bureau services, unless to the extent permitted for External Users as specified in the Order Details.
- 8.3 Customer shall not use the Products for other purposes than the ones expressly permitted under the Contract, and shall only use Products for its own business purposes.
- 8.4 Where Products are supplied for use in connection with computer equipment:
- 8.4.1 And where Products are licensed on a per user basis, Customer shall not permit or enable access to Products by more than the number of Users in respect of which it has paid a Fee;
 - 8.4.2 Customer may make one back-up copy of Products which shall in all respects be subject to the Contract, shall be deemed to form part of Products, shall be stored in a secure environment and shall be

continuously destroyed upon the creation of any subsequent back-up copy of Products or upon termination or expiry of the relevant Contract;

- 8.4.3 All permitted back-up copies of Products made by Customer in accordance with 8.2 must reproduce the proprietary notices appearing on the original;
- 8.4.4 Customer shall maintain an up-to-date written record of the number of Users and permitted back-up copies of Products and their location and upon request immediately produce such record to Autovista;
- 8.4.5 Customer shall not (i) develop, modify or adapt the Products or any of the information contained in them except to the extent that the Product expressly permits Users to alter certain parameters in the course of their Use or (ii) reverse engineer or de-compile Products except to the extent necessary to obtain interface information for the interoperability of Products with Customer's other IT-systems or programs to the extent that such information is not available from Autovista;
- 8.4.6 Customer shall ensure that Products are used and cared for as contemplated in any accompanying user documentation;
 - 8.4.7 Customer shall ensure that adequate procedures are in place in accordance with best computing practices with regard to data security, accuracy and back-up, and will be responsible for backing up all its data; and
 - 8.4.8 Customer shall be responsible for ensuring that it is adequately protected against any virus or other harmful component entering its systems and for ensuring that there is no unauthorised use of the Product or data; where External Use is permitted via a Customer Platform, Customer shall ensure that the Customer Platform has sufficient security protection to prevent access to or downloading of the Product or data, other than to individual data extracts contemplated by the Permitted Use.
- 8.5 Where any part of the Products is supplied in printed media, Customer shall not make any copies of the same or any part, and Customer shall not provide or transfer the same to any other person.
- 8.6 Customer shall install and Use any Update provided by Autovista within 5 working days of receipt of such Update.
- 8.7 Customer is responsible for the security and use of all passwords, log-ins and other details relating to its use of the Product.
- 8.8 Customer shall ensure that it has reliable and adequate network access and connectivity for receiving the Products via the delivery method specified in the Contract.
- 8.9 VRM look-ups are only available provided that Customer has a valid and fee-paying subscription for a Product which includes valuation web services. VRM look-ups will only provide valuation data.

9 WARRANTIES AND INDEMNITY

- 9.1 Autovista warrants that Products do not infringe any Intellectual Property Rights of any third party. Autovista agrees to indemnify and hold Customer harmless from and against any damages awarded or agreed to be paid to any third party arising out of Autovista breach of the foregoing warranty, provided that (i) Customer gives notice to Autovista of any such claim forthwith upon becoming aware of it; and (ii) Customer gives Autovista sole conduct of the defence to any such claim and gives to Autovista such assistance as it shall reasonably require (at the expense of Autovista) in respect of the conduct of the said defence.
- 9.2 In the event of such a breach, Autovista may, at its expense, procure for Customer the right to continue exercising the rights granted hereunder with respect to Products or replace or modify Products at Autovista's sole expense to make Customer's exercise of its rights under the Contract non-infringing. The remedies foreseen in clauses 9.1 and 9.2 shall be the sole remedies available to Customer and Autovista shall have no further liability to Customer.
- 9.3 Autovista warrants that:
 - 9.3.1 Products have been compiled using reasonable skill and care in accordance with good industry practice. Customer acknowledges that when estimating present and forecasting future values or providing any other information, Autovista will use reasonable skill and care but that Autovista does not warrant the accuracy, completeness, or correctness of any particular values which Customer shall treat as guiding indications only;
 - 9.3.2 It will during the term of the Contract use reasonable endeavours to correct any errors notified to it in Products promptly, where appropriate by including a correction in the next scheduled edition or Update of Autovista Products; and
 - 9.3.3 It will use reasonable skill and care in the provision of any services provided under the Contract.
- 9.4 Autovista further warrants that where Products are delivered on Electronic Media:
 - 9.4.1 where applicable, Products will comply with any accompanying product specifications in all material respects (it being acknowledged that Products may not operate entirely uninterrupted or error free);
 - 9.4.2 the physical delivery media on which Products are carried will be free from any defect for a period of 30 days from delivery. In the event of any material inherent defects in the Electronic

Media other than a defect caused by an accident, abuse or misuse by Customer, Autovista's sole liability will be to replace the defective original medium free of charge, or refund to Customer the Fee or a proportionate part of the Fee, in which case Autovista shall have no further liability to Customer.

- 9.5 The warranties and obligations contained in clauses 9.3 and 9.4 are all subject to (i) Customer notifying Autovista in writing within 5 days of first discovering any such possible breach; and (ii) Customer using Products in accordance with the Contract and any applicable operating instructions provided by Autovista.
- 9.6 Autovista gives no warranty as to i) freedom from defects of information or (ii) software supplied by third parties and incorporated by Autovista into Products and warrants only that it has used reasonable endeavours to copy or import such information or software correctly from its original source;
- 9.7 In the event of any technical error in the Products, subject to being notified in accordance with the Contract, Autovista will investigate the error and, if the issue can be replicated or otherwise confirmed by Autovista as an error, Autovista will take such action as it considers appropriate in the circumstances to remedy the situation.
- 9.8 The warranties set out in this Contract are exclusive of and in lieu of all other warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise which relate to the quality, condition and fitness for any purpose of Products.

10 LIMITATION OF LIABILITY

- 10.1 This clause 10 applies to Autovista liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) in respect of any breach of its contractual obligations arising under any Contract and any representation, statement or tortious act or omission including negligence and any other form of liability, and Customer's attention is in particular drawn to the provisions of this clause 10.
- 10.2 Autovista liability to Customer will not be limited for (a) death or personal injury resulting from Autovista's negligence, (b) fraud, (c) wilful or grossly negligent behaviour (d) a breach of the warranty in clause 9.1 or (e) any other matter for which liability cannot as a matter of applicable mandatory law be limited.
- 10.3 Subject to clause 10.2, Autovista's entire liability shall be limited to an amount equal to the aggregate of the Fee paid or due to be paid for the Product concerned in respect of the 12 month period in which the liability arose.
- 10.4 Subject to clause 10.2, Autovista shall not be liable to Customer for (i) any loss of profits, business, anticipated savings, goodwill, data or other such loss; or (ii) any type of special indirect or consequential loss or damage; in each case including loss or damage suffered by Customer as a result of an action brought by a third party and even if such loss was reasonably foreseeable or Autovista had been advised of the possibility of Customer incurring the same.
- 10.5 Autovista will not be liable to any person other than Customer in connection with this Contract or its subject-matter.

11 TERM AND TERMINATION

- 11.1 The Contract shall enter into force on the Commencement Date and unless otherwise specified in the Order Details shall have an initial duration of 12 months, continuing in force thereafter for further periods of twelve months. Either party may terminate the Contract with effect from the end of the then-current period by giving the other party written notice of such termination not less than 60 days before the expiry of the then-current period.
- 11.2 The Contract may be terminated by notice in writing forthwith:
- 11.2.1 by Autovista, if Customer, having been sent a written reminder, fails to pay any sums payable under the Contract or any other debt due to Autovista within 30 days after the due date;
- 11.2.2 by either party if the other commits any material breach of any term of the Contract (other than one falling within clause 11.2.1) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;
- 11.2.3 by either party if the other convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts or if a trustee receiver, administrator or administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up or bankruptcy of the other or for the making of an administration order (otherwise than for the purpose of a solvent amalgamation or reconstruction); and
- 11.2.4 by Autovista, if Customer breaches any of the licence terms under this Contract.
- 11.3 Any termination of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or 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 termination which shall include without limitation clause 7 which shall survive termination of the Contract by either party.
- 11.4 Within 7 days of the termination of the Contract (which shall include termination of the licence granted pursuant to clause 6.3) Customer shall in the case of Products for use with computer equipment at Autovista's sole option

either return or destroy all such copies of Products in its possession or control and a duly authorised officer of Customer shall certify in writing to Autovista that Customer has complied with this obligation.

- 11.5 For the avoidance of doubt, no termination of the Contract (other than by Customer pursuant to clauses 11.2.2 or 11.2.3) shall entitle Customer to a refund of any Fee paid or payable in respect of the then current term, but Customer may decide not to continue to receive further Updates for the remainder of the then current term.

12 DATA PROTECTION

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Autovista is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 12.3 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to Autovista for the duration and purposes of this Contract, including when Customer enters Personal Data (including but not limited to customer details, or a vehicle registration number (VRM) or vehicle identification number (VIN)) into the Products for the purposes of interrogating the Products data, or otherwise in the course of using the Products. The Customer will not transfer any Special Category Data (as defined in the Data Protection Legislation) to Autovista. Customer will indemnify Autovista fully in relation to any breach of these obligations.
- 12.4 Autovista shall only process the VRM or VIN to identify a vehicle and to record this activity for invoicing and audit purposes and for reporting to car manufacturers whose systems Autovista uses. The Customer may also record in Autovista's system the details of its own customers and connected individuals for its own administrative purposes.
- 12.5 Autovista shall, in relation to any Personal Data processed in connection with the performance by Autovista of its obligations under this Contract:
- 12.5.1 process Personal Data in order to provide services under the Contract and otherwise only on Customer's written instructions, unless Autovista is legally compelled by a public authority to process Personal Data for a different reason, in which case Autovista will notify Customer in advance if Autovista is not prohibited from doing so;
 - 12.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data to ensure a level of security for Personal Data appropriate to the risk having regard to the state of technological development and the cost of implementing any measures. Autovista will provide a detailed description of such measures on request to dataprotection@autovistagroup.com;
 - 12.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 12.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or Autovista has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Autovista complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) comply with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.
 - 12.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 12.5.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - 12.5.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Contract unless required by Applicable Law to store the Personal Data;
 - 12.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by the Customer or the Customer's designated auditor; and
 - 12.5.9 indemnify Customer fully in relation to any breach of these obligations.
- 12.6 Customer consents to Autovista appointing providers of VRM and VIN data and subcontractors who provide systems support as third party processors of Personal Data under the Contract. Autovista has entered or will enter into a written agreement with third-party processors substantially on their standard terms of business, or covering the obligations contained in this clause, and as between Autovista and Customer, Autovista shall remain fully liable for all acts or omissions of any third party processor appointed by us.

- 12.7 Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).
- 13 FORCE MAJEURE**
Neither party shall be liable for any loss or damage caused by delay or failure in the performance of any of its obligations under the Contract where the same is occasioned by a cause beyond its reasonable control. Should any such event occur the party in default shall forthwith give notice to the other detailing the circumstances and if a default shall continue for more than 6 weeks, then the other party shall be entitled to terminate the Contract by written notice. Neither party shall have any liability to the other party in respect of the termination of the Contract as a result of such an event.
- 14 ASSIGNMENT**
Customer shall not without the prior written consent of Autovista assign, sub-license or otherwise transfer the Contract nor all or any of its rights and obligations under the Contract, unless to the extent permitted for External Users as specified in the Order Details. Autovista shall be entitled to sub-contract or assign its rights and/or obligations under the Contract to any of its group undertakings) or to any person to whom it outsources any function that relates to the Contract.
- 15 GOVERNING LAW**
This Contract shall be subject to, interpreted and construed in accordance with the substantive laws of the Switzerland without any reference to conflict of law statutes. Any dispute, controversy or claim arising out of or in relation to this Contract shall be submitted to the exclusive jurisdiction of the courts in the city of Zurich, Switzerland.
- 16 MISCELLANEOUS**
Any notice to be given to a party under the Contract shall be in writing (which includes e-mail) addressed to that party at its principal place of business or such other address as may have been specified in the Order Details or at the relevant time have been notified pursuant to this provision to the party giving the notice. Failure or delay by either party to exercise or enforce any rights will not be construed as a waiver of its rights under the Contract or otherwise. No waiver by a party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision (or part of a provision) of a Contract is held by any competent authority to be invalid or unenforceable in whole or in part, that provision or part will be deemed deleted, and the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby. The unenforceable provision shall be replaced with a provision that as closely as possible corresponds to the parties' envisaged economic intent. This Contract is the entire agreement and replaces all previous agreements and understandings between the parties relating to the Products. Customer may issue Orders with reference to and thereby incorporating the Conditions to order Products.