November 2026

BBI STANDARD TERMS AND CONDITIONS OF SALE

1. Interpretation

In these conditions of sale:-

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with another entity, where control means direct or indirect ownership of at least 50% (fifty percent) of the voting stock of any body corporate, or any comparable equity or ownership interest or the legal power to direct or cause the direction of the general management of any organisation;

"BBI" means BBI Solutions OEM Limited or, where otherwise identified in an Order or similar, an Affiliate;

"BBI Facility" means the facility confirmed by BBI where the Goods are made available for collection by the Customer or the Customer's designated courier;

"BBI Materials" has the meaning given in clause 10.6.5;

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

"Conditions" means these terms and conditions;

"Contract" means a contract between BBI and the Customer for the sale and purchase of the Goods and/or Services in accordance with the Conditions;

"Customer" means the party placing the Order;

"Customer Materials" means all documentation, information, and biological, chemical or other materials owned or controlled by Customer and furnished to BBI by or on behalf of Customer (collectively, with all associated Intellectual Property rights);

"Deliverables" means any deliverables including but not limited to, results and/or data, produced by BBI for the Customer as part of the Services;

"Goods" means the goods which are the subject of the Order;

"Force Majeure Event" means an event, circumstance or cause beyond BBI's reasonable control, as described further in clause 19.1;

"Intellectual Property" means all patents, design rights (whether registered or unregistered), trade marks, service marks, utility marks, domain names, trade and business names, publicly available and registered applications for any of the foregoing, copyrights, inventions, confidential information, trade secrets, know-how and registered database rights including all applications for the same, all extensions and renewals to any of them and publicly available and registered applications for any of them and any right or form of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;

"Order" means the order from the Customer to purchase the Goods and/or a statement of work for Services from BBI;

"Price" means the price payable in accordance with clause 11 hereof;

"Services" means the services supplied by BBI to the Customer subject to the Order;

"Site" means the site to which the Goods are delivered to;

"Specification" means either BBI's standard specification for the Goods and/ or Services or a custom specification that is agreed in writing by the Customer and BBI.

2. Preliminaries

2.1 Unless expressly stated to the contrary by BBI in writing, these Conditions shall be deemed to be incorporated into the Contract between BBI and the Customer for the purchase of the Goods and/or Services and shall be deemed to override any terms or conditions which are inconsistent with them.

2.2 Unless otherwise agreed in writing by BBI these Conditions, as amended from time to time by BBI, supersede any earlier sets of conditions of sale appearing on BBI's price list, quotation forms, order forms, invoices or on any other document whatsoever.

2.3 Notwithstanding clause 2.2, if BBI and the Customer have executed a formal written contract which is in full force and effect, the terms and conditions of that contract will apply and govern, to the exclusion of any inconsistent Conditions.

2.4 BBI shall not be obliged to question the authority of any signature stated to be made by or on behalf of the Customer that is affixed to any credit application, order, acceptance of delivery or other document whatsoever.

2.5 Without prejudice to clause 2.2, neither the Customer nor BBI shall be bound by any variation, waiver of or addition to these Conditions in respect of the Contract, except as agreed by both parties in writing.

2.6 If any of the provisions of these Conditions are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of the Conditions and the remainder of the affected provisions shall continue to be valid.

3. Basis of Contract

3.1 The Order constitutes an offer by the Customer to purchase the Goods and/ or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

3.2 The Order shall be deemed to be accepted, and a contract formed, when BBI has issued a written acceptance of the Order. BBI's confirmation of receipt of a request or Order or acknowledgement of an Order is not to be taken as acceptance of that request or Order.

3.3 Any samples, drawings, descriptive matter or advertising produced by BBI and any descriptions or illustrations contained on BBI's website or in any promotional material or literature are produced for the sole purpose of giving an approximate idea of the Goods and/ or Services referred to in them. They shall not form part of the Contract nor have any contractual force.

4. Goods

4.1 All custom-made Specifications should be agreed in writing with BBI prior to the Customer placing an Order. If no custom Specifications are agreed then the Goods will be supplied to BBI's standard Specification.

4.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify BBI against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by BBI in connection with any claim made against BBI for actual or alleged infringement of a third party's Intellectual Property rights arising out of or in connection with BBI's use of the Specification. This clause 4.2 shall survive termination of the Order.

4.3 BBI reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and BBI shall notify the Customer in any such event.

5. Delivery of Goods

5.1 All Goods are delivered Ex Works BBI Facility (Incoterms 2020). BBI shall arrange delivery only if requested to do so by the Customer and the cost of such delivery and insurance of the Goods during transportation shall be reimbursed to BBI by the Customer.

5.2 For the avoidance of doubt, the Customer acknowledges and understands that they are solely responsible for payment of any and all taxes, charges, levies, duties, excises, assessments and any other fees in respect of the purchase, sale, importation, exportation or distribution of the Goods, sold to them by BBI under this Contract.

5.3 BBI shall not be liable for any damage or loss to the Goods during transit unless BBI and the carriers concerned are notified within three (3) days of delivery or in the case of non-delivery within seven (7) days from the date of receipt of an invoice from BBI in respect of the Goods concerned.

5.4 Any dates stated by BBI for the delivery of the Goods are approximate only and do not form part of the Order and the Customer agrees that the time of delivery shall not be of the essence of the Order. The Goods may be delivered in advance of any quoted delivery date upon giving reasonable notice to the Customer.

5.5 Delivery is completed on the completion of the loading of the Goods onto the transit vehicle.

5.6 BBI shall not be liable to any extent for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide BBI with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.7 The Customer shall be responsible for ensuring that BBI, its employees and contractors have access to the Site to deliver the Goods.

5.8 If the Customer fails to accept delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or BBI's failure to comply with its obligations under the Contract in respect of the Goods, then delivery of the Goods shall be deemed to have been completed at 9.00 am on the following day.

5.9 If the Goods are ready for delivery but are held back in accordance with the Customer's instructions or if the Customer shall fail to accept delivery BBI may require the Customer to pay its additional delivery charges, to pay a reasonable storage fee to be determined by BBI which shall apply at the expiry of three (3) days from the date the Customer is told that the Goods are ready for despatch or immediately if the Customer fails to accept delivery.

5.10 If BBI delivers up to and including 10% (ten percent) more or less than the quantity of Goods ordered the Customer may not reject them.

5.11 BBI may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. Quality of Goods

6.1 BBI assumes no responsibility that Goods ordered from it are suitable for the purpose for which they are required. BBI is not required to enquire further from the Customer as to the use to which the Customer wishes to put the Goods.

6.2 Goods shall be deemed to be in accordance with the Order unless the Customer notifies BBI in writing within seven (7) days of the delivery date.

6.3 Goods may only be returned to BBI if the prior written consent of BBI has first been obtained.

6.4 The Customer acknowledges that the Goods will be used only in accordance with the specific instructions included with the packaging of the Goods and BBI will not be liable for any fault or defect caused as a result of:

6.4.1 the Customer not following BBI's specific instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or

6.4.2 fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

6.5 The Customer accepts and acknowledges that they have not relied on any representation, warranty or other provision made by BBI or its agents where such representation, warranty or other provision relates to:

6.5.1 the correspondence of the Goods to any description;

6.5.2 the quality of the Goods; or

6.5.3 the fitness of the Goods for any purpose whatsoever;

and BBI shall have no liability whatsoever in respect of the same.

6.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

7. Onwards sale and marketing of the Goods

7.1 The Customer shall be responsible for ensuring that at all times during the Contract, it shall not sell or market the Goods to any regions marked as 'very high' risk on the Global Corruption Index, nor to any individual, person(s), regime, organisation or entity appearing on any sanctions or restricted parties list issued by (i) the UK Government; (ii) the European Union; (iii) the United Nations

Security Council; (iv) the Government of the USA; or (v) any other competent authority with jurisdiction over BBI or the Customer.

7.2 The Customer agrees that it shall indemnify BBI against all liabilities, costs, expenses, damages, fines, penalties and losses (including but not limited to any direct losses, interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by BBI arising out of or in connection with the breach of the Customer's obligations under clause 7.1 above and that without affecting any other right or remedy available to BBI, BBI may terminate any Orders with immediate effect by giving notice to the Customer if the Customer breaches any of its obligations under clause 7.1 above.

8. Risk

8.1 Notwithstanding any provision which may suggest the contrary in these Conditions, the Goods are at the risk of the Customer from the moment they are despatched, collected or due to be collected from BBI's premises and from such date until the Date of Payment, as defined in clause 9, the Customer shall be in a fiduciary relationship with and be the agent of BBI in relation to the Goods. In no circumstances shall the carriers of the Goods be or be deemed to be the employees, agents or representatives of BBI.

8.2 Without prejudice to any other clauses in these Conditions the Customer hereby agrees:-

8.2.1 to inform BBI in writing within fourteen (14) days of despatch or posting by BBI to the Customer of an invoice or an advice note that the Goods to which they relate have not been delivered; and

8.2.2 to inform BBI in writing immediately if any Goods despatched by BBI to the Customer appear to have been damaged in transit.

9. Title

9.1 Title to the Goods will be transferred to the Customer upon receipt by BBI of all sums owed to BBI by the Customer in respect of the Goods and (if any) in respect of other items and (if any) in respect of amounts owing under these Conditions ("Date of Payment").

9.2 Until the Date of Payment:

9.2.1 title in the Goods shall remain with BBI;

9.2.2 BBI may retake possession of and permanently retain the Goods;

9.2.3 the Customer will, if so required by BBI, store the Goods in such a way that indicates that the Goods are clearly the property of BBI; and

9.2.4 if the Goods are constituents of, or are converted into, other products (the "New Goods") in such a way that the Goods are not rapidly identifiable and removable, the Customer shall store such New Goods separately and shall notify BBI of the precise location and position thereof and the ownership of such New Goods and the property therein shall vest in BBI.

9.3 Upon any sale of any New Goods falling within the scope of the foregoing provision by BBI, then if the proceeds of the sale exceed the Price or the balance of the Price of the Goods due to BBI from the Customer BBI shall apply the balance of the proceeds of sale as follows:

9.3.1 first reimbursing BBI the cost and expenses of the taking of possession and the sale of the New Goods and any damage which BBI has suffered as a result of any repudiation of the Contract by the Customer;

9.3.2 secondly, paying any sums due and owing to other creditors of the Customer in respect of other items and materials used in connection with the manufacture of the New Goods where the property in such items and materials has remained vested in such other creditors by reason of effective reservation of title clauses and the claim of such other creditors pursuant to such reservation of title clauses have been notified to BBI by the Customer or its liquidator, administrator or receiver or by such other creditors.

10. Supply of Services

10.1 BBI shall use reasonable endeavours to supply the Services in accordance with the Specification.

10.2 BBI shall use reasonable endeavours to meet any performance dates for the Services specified in the Order but any such dates shall be estimates only and the Customer agrees that time shall not be of the essence for the performance of the Services.

10.3 BBI shall use reasonable endeavours to provide the Deliverables in accordance with the Services, however, the Customer acknowledges and agrees that any work carried out by BBI in relation to the Services may not guarantee a particular result or a successful outcome. Furthermore, the Customer shall remain obligated to pay BBI for the Services provided, regardless of whether the Customer's expected Deliverable or outcomes are achieved. The Customer understands and agrees that they are paying for BBI's time and efforts in providing the Services, not solely or the achievement of specific Deliverables.

10.4 BBI reserves the right to amend the Specification for the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and BBI shall notify the Customer in any such event.

10.5 Subject to clause 18.4, in the event that BBI produces a quantity of Deliverables that exceeds the amount specified in the applicable statement of work, any such excess shall be owned by BBI. BBI shall have the right to retain, use, or dispose of the excess Deliverables as it sees fit, provided that the Customer has not paid for or otherwise acquired rights to such excess Deliverables. The Customer shall have no claim of ownership or other rights to any Deliverables produced by BBI in excess of the agreed upon quantity

10.6 The Customer shall:

10.6.1 co-operate with BBI in all matters relating to the Services;

10.6.2 provide BBI with such Customer Materials and other information and materials as BBI may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

10.6.3 prepare the Customer's premises for the supply of the Services;

10.6.4 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;

10.6.5 keep all materials, equipment, documents and other property of BBI ("BBI Materials") at the Customer's premises in safe custody at its own risk, maintain the BBI Materials in good condition until returned to BBI, and not dispose of or use the BBI Materials other than in accordance with BBI's written instructions or authorisation; and

10.6.6 comply with any other obligations set out in the Specification.

10.7 The Customer represents, warrants and covenants to BBI that:

10.7.1 the Customer Materials and the use or possession thereof do not and shall not infringe, misappropriate or violate the Intellectual Property or rights thereto of any third party; and

10.7.2 it owns or otherwise has the full right to provide any and all Customer Materials and any other materials and information that Customer shall provide to BBI.

11. Price

11.1 The Price payable for the Goods and/or Services shall be the Price indicated on the Order as accepted by BBI.

11.2 The Price set out in the Order is based on the cost of labour, materials, delivery and overhead charges which apply at the date of the Order. BBI may by giving notice to the Customer at any time before delivery of the Goods or performance of the Services, increase the Price of the Goods and/or Services to reflect any increase in BBI's costs that is due to:

11.2.1 any factor beyond BBI's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

11.2.2 any request by the Customer to change the delivery or performance date(s), quantities or types of Goods ordered, or the Specification; or

11.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give BBI adequate or accurate information or instructions.

11.3 The Price set out in an Order for Goods shall be Ex Works and specifically excludes packaging, delivery, insurance and VAT unless stated to the contrary.

12. Terms of Payment

12.1 BBI shall be entitled to invoice the Customer on or at any time after delivery of the Goods or performance of the Services as the case may be, and each invoice shall quote the number of the Order.

12.2 Unless otherwise stated in the Order, the Customer shall pay each invoice submitted by BBI within thirty (30) days of the date of the invoice in full and cleared funds to a bank account nominated in writing by BBI.

13. Overdue Payments

13.1 Time for payment of all sums under the Order shall be of the essence. If payment is not made in full within the time specified in clause 12.2, whether the same be demanded or not, BBI shall be entitled (without prejudice to any other rights it may have):

13.1.1 to charge interest at the rate of 4% (four percent) per annum above the current base rate of Barclays Bank plc on all outstanding payments from the date due and up to and including the date on which final settlement is made in full;

13.1.2 to require payment in advance of delivery of any undelivered Goods or performance of any further Services;

13.1.3 to refuse to make any delivery of any undelivered Goods, or to commence performance of any Services, whether ordered under the Order or not and without incurring any liability whatsoever to the Customer;

13.1.4 to terminate the Order; or

13.1.5 to suspend the provision of all or any part of the Services with immediate effect by giving written notice to the Customer, until all overdue sums have been paid in full.

13.2 For the avoidance of doubt the Customer shall not be entitled to set off any claim for payment it may have against BBI, unless such claim has been upheld by a court.

14. Additional Costs

Should additional costs be incurred by BBI for any reason outside of BBI's control such additional costs, as well as the costs incurred of keeping any of BBI's employees or contractors on Site after completion of the provision of the Goods and/ or Services, shall be added to the Price of the Order and paid for accordingly at the next payment instalment.

15. Cancellation

BBI may in its absolute discretion accept the cancellation of an Order in writing providing it is indemnified by the Customer in respect of all costs and expenses incurred and for loss of profits prior to the cancellation being accepted but in no circumstances is BBI obliged to accept any cancellation.

16. Limitation of Liability

16.1 Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:

16.1.1 death or personal injury caused by negligence;

16.1.2 fraud or fraudulent misrepresentation; or

16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979.

16.2 BBI shall not be liable for any indirect or consequential loss, loss of profits, loss of sale or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or special loss arising out of any breach of condition, warranty or contract on the part of BBI in respect of the Goods and/ or Services.

16.3 Without prejudice to clause 16.1, BBI's total liability to the Customer in respect of the Goods and/or Services shall be limited to the Price paid by the Customer to BBI for the Order under which the liability arose.

17. Exclusions

17.1 All implied terms and conditions or warranties whether statutory or otherwise as to:

17.1.1 the correspondence of the Goods to any description;

17.1.2 the satisfactory quality of goods provided as part of the Goods; and

17.1.3 the fitness of the Goods and for any purpose whatsoever (whether made known to BBI or not);

are hereby excluded from the Order (other than as may be expressly set out in these Conditions).

18. Intellectual Property Rights

18.1 Nothing in these Conditions shall give the Customer any rights in respect of any Intellectual Property used by BBI in relation to the Goods or of the goodwill associated therewith, and the Customer hereby acknowledges that, except as expressly provided in these Conditions it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in BBI.

18.2 The Customer acknowledges and agrees that they will not disassemble, de-compile, reverse engineer or otherwise seek to determine the structure or sequence of the Goods without BBI's prior written consent.

18.3 Subject to clause 18.4, all Intellectual Property rights in or arising out of or in connection with the Services (other than Intellectual Property rights in any Customer Materials) shall be owned by BBI.

18.4 Notwithstanding the foregoing, where the Order expressly identifies Services as relating to non-standard, custom development work involving antibodies, specifically developed or created by BBI's Affiliate, Maine Biotechnology Services, Inc., to meet the Customer's particular requirements, and not the supply of standard or off-the-shelf antibodies or other existing products ("Antibody Work"), all Deliverables and all Intellectual Property rights in the work product created specifically for the Customer in performing the Antibody Work shall belong to the Customer, and BBI hereby assigns to the Customer all such rights except that BBI shall retain ownership of its pre-existing materials, methods, processes, know-how and other intellectual property, and any general improvements to them ("BBI Background IP"). BBI grants the Customer a limited, non-exclusive licence to use the BBI Background IP only to the extent necessary for the Customer to use the Deliverables arising from the Antibody Work.

18.5 Except in relation to Deliverables arising from Antibody Work under clause 18.4, BBI grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, non-exclusive, royalty-free licence during the term of the Contract to use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.

18.6 The Customer grants BBI a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any Customer Materials for the purpose of providing the Services to the Customer.

19. Force Majeure

19.1 A Force Majeure Event, includes, without limitation: any war invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, lock outs, break downs of plant or equipment or any cause (whether or not of a like nature) which are outside of BBI's direct control.

19.2 BBI shall not be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure result from a Force Majeure Event. In such circumstances, BBI shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for more than six (6) weeks, BBI shall be released from all its liabilities incurred in respect of the Order whatsoever and to the extent to which fulfilment of such obligation is prevented, frustrated or impeded as a consequence of any Force Majeure Event and the Customer may terminate the Order giving thirty (30) Business Days' notice to BBI.

20. Confidentiality

20.1 The Customer undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of BBI, except as permitted by clause 20.2.

20.2 The Customer may disclose BBI's confidential information:

20.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Customer's rights or carrying out its obligations under these Conditions. The Customer shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses BBI's confidential information comply with this clause 20; and

20.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

20.3 The Customer shall not use BBI's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Conditions.

21. Notices

21.1 Any notice or other communication given by the Customer to BBI under or in connection with the Order shall be in writing and shall be:

21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business; or

21.1.2 sent by email to both contracts@bbisolutions.com **and** BBInotices@berrysmith.com.

21.2 Any notice or communication from the Customer shall be deemed to have been received:

21.2.1 if delivered by hand, at the time the notice is left at the proper address;

21.2.2 if sent by pre-paid first-class post or next working day delivery service, at 9.00 am on the second Business Day after posting; or

21.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Compliance with Law

The parties shall comply with all laws and regulations applicable to their respective performance of these Conditions, including but not limited to the U.S. Foreign Corruption Practices Act and the UK Bribery Act 2010. The parties shall also comply with all applicable restrictions respecting the export or re-export of technical information, goods or products which are now or hereafter imposed by applicable governments.

23. Termination

23.1 Without limiting any of its other rights or remedies, BBI may terminate the Contract with immediate effect by giving written notice to the Customer if:

23.1.1 the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) days of being notified in writing to do so;

23.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than for the purpose of a solvent restructuring), being wound up (voluntarily or by order of the court, except for a solvent restructuring), having a receiver appointed to any of its assets, or ceasing to carry on business or, if any analogous procedure is taken in any other jurisdiction;

23.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

23.1.4 the Customer's financial position deteriorates to such an extent that BBI reasonably believes the Customer's ability to comply with the terms of the Contract is in jeopardy.

23.2 Without limiting its other rights or remedies, BBI may suspend the supply of the Goods and/or Services if the Customer becomes subject to any of the events listed in clauses 23.1.2 to 23.1.4, or BBI reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

23.3 Without limiting its other rights or remedies, BBI may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

24. Consequences of Termination

24.1 On termination of the Contract for any reason, the Customer shall immediately pay to BBI all outstanding invoices and interest. In respect of Goods and/or Services supplied for which no invoice has yet been raised, BBI shall submit an invoice, which the Customer shall pay immediately on receipt.

24.2 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued at the date of termination, including the right to claim damages in respect of any breach of the Contract existing at or before the date of termination.

24.3 Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

25. Governing Law and Jurisdiction

The Contract formed by these Conditions and its acceptance shall be governed by and construed in accordance with English and Welsh Law. Any disputes arising out of the Conditions shall be submitted to the exclusive jurisdiction of the English and Welsh Courts.