Brightwell Systems Limited Terms and Conditions

Date: 13 November 2026 **Revision:** 1.2

These Terms and Conditions (**"Conditions"**) apply to all orders for the supply of Goods and/or the provision of Services that the Customer places with Brightwell Systems Limited (company number: 06217212), whose registered office is at Saggar House, Princes Drive, Worcester WR1 2PG (**"Brightwell"**). Brightwell is a member of the Bohr Group. The Contract sets out all the terms relating to Brightwell supplying Goods and/or Services to the Customer. By signing the Contract, agreeing a Proposal, issuing a Purchase Order and/or allowing Brightwell to commence the supply of Goods or Services, the Customer acknowledges and agrees that it shall be bound by these Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions the following definitions apply:

"Brightwell" means Brightwell Systems Limited (company number 06217212), whose registered office is at Saggar House, Princes Drive, Worcester WR1 2PG;

"Brightwell's Personnel" means any employees, agents, sub-contractors or consultants engaged by Brightwell to supply the Goods and/or provide the Services;

"Cancellation Charges" has the meaning given in clause 8.1;

"Confidential Information" has the meaning given in clause 14.1;

"Contract" means an agreement between Brightwell and the Customer for the supply of Goods and/or the provision of Services that incorporates these Conditions and one or more of the Proposal, the Specification and/or an Order Acknowledgement;

"Customer" means the person to whom Brightwell is to supply Goods and/or provide Services pursuant to a Contract, as detailed on the Proposal, Specification and/or Order Acknowledgement;

"Customer Materials" means any drawings, designs, specifications, I/O schedules, data, materials or other information supplied by or on behalf of the Customer in connection with a Contract;

"Customer's Personnel" means any employees, agents, sub-contractors or consultants engaged by the Customer;

"Equipment" means the Customer's equipment and machinery as detailed on the Proposal in respect of which Brightwell will supply the Goods and/or provide the Services;

"Force Majeure Event" has the meaning given in clause 12.1;

"Goods" means any goods, hardware, parts, consumables, equipment or other deliverables to be supplied by Brightwell to the Customer under a Contract, whether on their own or as part of the Services;

"Group" means, in relation to a company, that company, its subsidiary undertakings, its parent undertakings and each subsidiary undertaking of each of its parent undertakings from time to time, with "parent undertaking" and "subsidiary undertaking" having the meanings given in section 1162 of the Companies Act 2006;

"Intellectual Property Rights" means patents, trade marks, service marks, registered and unregistered designs, applications for any of those rights, trade and business names, unregistered trade marks and service marks, copyrights, know-how, rights in designs and inventions, rights in databases and any other rights of the same or similar effect or nature, in each case in any jurisdiction;

"Maintenance Services" means the maintenance services to be provided by Brightwell in respect of the Equipment, as detailed on the Proposal;

"Order Acknowledgement" means a confirmation document issued by Brightwell acknowledging and accepting an order for the supply of Goods and/or the provision of Services;

"Price" means the charges payable by the Customer for the Goods and/or Services as set out in the Proposal and/or Order Acknowledgement and as adjusted in accordance with clause 7.3;

"Project" means the project, detailed in the Proposal, in relation to which Brightwell will supply Goods and/or provide Services;

"Proposal" means the document marked as such, or any quotation, statement of work or similar document issued by Brightwell, setting out a description of the Goods and/or Services to be supplied by Brightwell and the Price, which shall comprise the final and agreed proposal or quotation submitted by Brightwell and forms an offer that can be accepted by the Customer, thereby forming a Contract;

"Purchase Order" means any purchase order or similar document issued by the Customer in respect of Goods and/or Services;

"Services" means the services which Brightwell is to provide to the Customer as detailed in the Proposal and Specification, which may include a Project and/or Maintenance Services, and may also include the supply of Goods;

"Site" means the Customer's premises where the Goods are to be delivered and/or the Services are to be carried out, as detailed in the Proposal;

"Specification" means the specification in respect of a Project (if applicable) which details the needs and requirements of the Customer in relation to that Project, as agreed between the parties;

"Subsidiary" means, in relation to any company, a subsidiary of that company as defined in section 1159 of the Companies Act 2006 and any subsidiary undertaking as defined in section 1162 of the Companies Act 2006;

"VAT" means value added tax at the rate prevailing at the time of the relevant supply, charged in accordance with the Value Added Tax Act 1994;

"Warranty Period" has the meaning given in clause 9.5; and

"Working Days" means any day other than a Saturday, Sunday or public holiday in England.

1.2. In these Conditions:

(a) headings are for identification and indexing purposes only and do not affect the construction or interpretation of these Conditions;

(b) words importing the singular include the plural and vice versa;

(c) references to a "person" include natural persons, corporate or unincorporated bodies (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns;

(d) references to a "party" mean either Brightwell or the Customer as the context requires and "parties" means both of them;

(e) references to a "clause" mean a clause of these Conditions;

(f) references to "writing" or "written" include email; and

(g) the word "including" shall be construed without limitation unless inconsistent with the context.

2. APPLICATION & FORMATION OF CONTRACT

2.1. These Conditions shall govern and be incorporated in every Contract for the supply of Goods and/or the provision of Services made by or on behalf of Brightwell. They shall apply in place of and prevail over any terms or conditions contained or referred to in any Purchase Order or other documentation submitted by the Customer, in correspondence or elsewhere, or implied by trade custom, practice or course of dealing. Any Purchase Order submitted by the Customer will not be deemed to have been accepted by Brightwell unless and until Brightwell issues an Order Acknowledgement or commences the supply of the Goods and/or Services.

2.2. Acceptance by the Customer of the Goods or of the provision of the Services shall be deemed to constitute unqualified acceptance of these Conditions.

2.3. The Customer shall notify Brightwell immediately if it does not agree with any part of a Proposal. Unless otherwise stated in it, a Proposal is valid for 30 days from its date and may be withdrawn by Brightwell at any time before it is accepted.

2.4. Save for changes agreed in accordance with clause 6.1, any variation of these Conditions or a Contract is valid only if it is in writing and signed by a director of Brightwell.

2.5. Any specific terms agreed between the parties and set out in the Proposal shall prevail over the terms in these Conditions.

3. PROVISION OF SERVICES AND SUPPLY OF GOODS

3.1. The Services will begin on or around the date for provision of the Services as detailed in the Proposal, or such other date as agreed between the parties.

3.2. Brightwell will supply the Goods and provide the Services to the Customer in accordance with the Proposal, the Specification and/or the Order Acknowledgement. The Customer shall ensure that the terms of any applicable Proposal and/or Specification are complete, accurate and suitable for its own requirements.

3.3. The Goods are required only to conform to the description and specification set out in the Proposal. Any illustrations, brochures or descriptive material produced by Brightwell are for guidance only and do not form part of the Contract.

3.4. Whilst Brightwell will use reasonable endeavours to meet any dates or timescales set out in the Proposal or as agreed between the parties, such dates are approximate only, and time of performance is not of the essence of any Contract.

3.5. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Brightwell which is not set out in the Contract.

4. DELIVERY, RISK AND TITLE

4.1. Brightwell shall deliver the Goods to the Site or to such other location as is set out in the Proposal or agreed between the parties. Delivery is completed on the arrival of the Goods at that location.

4.2. Any date for delivery specified by Brightwell is an estimate only. Time for delivery shall not be of the essence of the Contract and Brightwell shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

4.3. Brightwell may deliver the Goods by instalments, which may be invoiced and paid for separately. Any delay in delivery of, or defect in, an instalment shall not entitle the Customer to cancel any other instalment.

4.4. Risk in the Goods shall pass to the Customer on completion of delivery.

4.5. Title to the Goods shall not pass to the Customer until Brightwell has received payment in full (in cleared funds) for the Goods and for all Services supplied under the Contract. Until title passes, the Customer shall hold the Goods as Brightwell's bailee, store them separately and in a manner that keeps them readily identifiable as Brightwell's property, maintain them in satisfactory condition and keep them insured against all risks for their full price.

4.6. If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 13.2(c), then, without limiting any other right or remedy it may have, Brightwell may: (a) require the Customer to deliver up all Goods in its possession; and/or (b) enter the Site or any other premises where the Goods are stored in order to recover them.

5. CUSTOMER'S OBLIGATIONS

5.1. To enable Brightwell to perform its obligations under the Contract, the Customer shall (and, where applicable, shall procure that the Customer's Personnel shall):

(a) co-operate fully with Brightwell in all matters relating to the Goods and Services;

(b) provide Brightwell and Brightwell's Personnel, in a timely manner, with any information that Brightwell reasonably requires, including any I/O schedules, drawings, data and other information identified in the Proposal or in any request for required information issued by Brightwell following receipt of a Purchase Order, and ensure that such information is complete and accurate in all material respects;

(c) provide Brightwell and Brightwell's Personnel with access to the Equipment and the Site (including such facilities on Site as are reasonably required by Brightwell and Brightwell's Personnel);

(d) provide Brightwell and Brightwell's Personnel with copies of any health and safety, security or other policies and procedures with which Brightwell and Brightwell's Personnel are requested to comply whilst on Site;

(e) be fully responsible for the Customer's Personnel whilst on Site and ensure that the Customer's Personnel do not do anything which may delay or prevent Brightwell from carrying out the Services;

(f) obtain all necessary licences, permissions and consents which may be required before the commencement of the Services or delivery of the Goods;

(g) keep all Equipment and other Brightwell property at the Site safely and at its own risk;

(h) comply with any other requirements set out in the Proposal or otherwise agreed between the parties; and

(i) notify Brightwell as soon as possible of any issues which may prevent or cause a delay to Brightwell's performance of the Contract.

5.2. If Brightwell's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, the Customer's Personnel or any third party (other than Brightwell's sub-contractors), including any breach of clause 5.1, any delay in granting access to the Site or Equipment, any failure to meet any preparation obligations or any delay to the timetable of a Project not caused by Brightwell (a "**Customer Default**"):

(a) Brightwell shall notify the Customer as soon as reasonably practicable and shall at the same time notify the Customer if it intends to claim any additional costs;

(b) Brightwell shall not be liable for any costs, charges, losses or other liability sustained or incurred by the Customer arising directly or indirectly from the Customer Default, including any delay to the completion of a Project;

(c) any timetable for the Project or the Services shall be extended accordingly; and

(d) Brightwell shall be entitled to recover from the Customer any costs or expenses of whatever nature incurred by Brightwell as a result of the Customer Default.

5.3. If a Customer Default arising from a failure to comply with clause 5.1 continues for more than 30 days after Brightwell has notified the Customer of it in writing, Brightwell may by written notice treat the Contract as cancelled by the Customer, in which case clause 8.1 shall apply.

6. CHANGES TO THE GOODS AND SERVICES

6.1. During the term of a Contract Brightwell may recommend, and the Customer may request in writing, changes or additions to the Goods and/or Services. On receipt of a request from the Customer, Brightwell shall, within five Working Days (or such other period as the parties agree), notify the Customer in writing of the effect of the change, if any, on the Price, the timescale and any other terms of the Contract. The Customer shall, within five Working Days of receipt of that notice (or such other period as the parties agree), confirm in writing whether it wishes the change to proceed on those terms.

6.2. No change shall be binding until agreed in writing by an authorised representative of each party, such agreement not to be unreasonably withheld or delayed. Once agreed, the Proposal and any Purchase Order shall be deemed amended accordingly, the changed or additional goods and services shall be deemed included in the definitions of Goods and Services, and Brightwell shall perform the Contract on the basis of the amended terms and in all other respects on these Conditions. Until a change is agreed, Brightwell may continue to perform the Contract as if the change had not been requested.

6.3. Brightwell may make any changes to the Goods and/or Services from time to time: (i) where needed to comply with applicable law or safety requirements; and/or (ii) which do not materially affect the nature, quality or performance of the Goods or Services.

7. PRICE AND PAYMENT TERMS

7.1. The Price for the Goods and/or Services shall be the Price set out in the Proposal or Order Acknowledgement and shall be subject to adjustment in accordance with clause 7.3. Unless otherwise specified, VAT and any other tax, duty or levy shall be payable by the Customer in addition to the Price.

7.2. Subject to clause 6, Brightwell shall be entitled to charge the Customer for any charges outside the Price stated on the Proposal in respect of any: (i) goods and/or services additional to those set out in the Proposal; (ii) Goods which are supplied as a result of the Maintenance Services (for example parts or consumables required to maintain the Equipment); and (iii) Goods and/or Services which have been based on assumptions set out in the Proposal, or otherwise agreed with the Customer, or based on information or Customer Materials provided by the Customer (for example, the condition of the Equipment), which are not correct ("Additional Charges"). Additional Charges for Services will be based on Brightwell's standard rates as published in the Proposal.

7.3. Brightwell may at any time prior to the supply of the Goods or provision of the Services review and, if necessary, adjust its Prices to take account of any increase or decrease in its costs in supplying the Goods or providing the Services. Where the Price includes the re-charge of Goods which Brightwell sources from a third-party supplier, the Customer shall bear the cost of any increase in the same between the date of the Proposal and the date on which Brightwell actually pays the third party for such Goods.

7.4. Brightwell may revise its Price for Maintenance Services every 12 months or at such other interval as set out in the Proposal.

7.5. The Customer shall be liable for the travel, accommodation, sustenance and other reasonable out-of-pocket expenses of Brightwell's Personnel incurred in the provision of the Services ("Expenses").

7.6. Brightwell may require payment of a deposit, or of a percentage of the cost of any hardware or other Goods, in advance of ordering or delivering those Goods, as set out in the Proposal. Brightwell shall not be obliged to order or deliver such Goods until the advance payment has been received in cleared funds.

7.7. Unless otherwise set out in the Proposal, Brightwell shall be entitled to invoice the Customer for Goods on or at any time after delivery, and for Services and Expenses on or at any time after it has commenced the Services or at such intervals as set out in the Proposal. Payment of the Price and Expenses shall be made in pounds sterling in full without deduction or set-off within 30 days of the date of Brightwell's invoice or as otherwise set out in the Proposal. Time of payment is of the essence of the Contract. No payment shall be deemed received until Brightwell has received cleared funds.

7.8. If the Customer fails to pay any amount due to Brightwell by the due date for payment, Brightwell may: (a) suspend the supply of the Goods and/or provision of the Services until payment is made in full; and/or (b) claim interest on the overdue amount at the rate of five per cent (5%) per annum above the base lending rate from time to time of the Bank of England, accruing daily from the due date until receipt by Brightwell of the full amount (whether before or after judgment).

8. CANCELLATION

8.1. Once a Contract has been formed, the Customer may not cancel it (in whole or in part) except with Brightwell's prior written agreement. Without prejudice to any other rights or remedies of Brightwell, if the Customer cancels or purports to cancel a Contract, or terminates it otherwise than in accordance with these Conditions, the Customer shall pay to Brightwell (the "**Cancellation Charges**"):

(a) the Price of all Goods delivered and Services performed up to the date of cancellation; plus

(b) the full amount of all costs to which Brightwell has committed with third parties in connection with the Contract (including Goods ordered which cannot be cancelled or returned without charge); or

(c) where cancellation is notified to Brightwell in writing less than five Working Days before the scheduled date of delivery of the Goods or commencement of the Services, the full Price of the Goods and Services as set out in the Proposal and Purchase Order, in place of the amounts in (a) and (b).

8.2. The parties agree that the Cancellation Charges are a genuine pre-estimate of the losses Brightwell would suffer on cancellation and are proportionate to the protection of Brightwell's legitimate interests, and are not a penalty.

9. WARRANTY

9.1. Brightwell warrants that the Services will be performed by appropriately qualified and experienced personnel with reasonable care and skill, in accordance with the Proposal and to a standard conforming to generally accepted industry standards and practices.

9.2. Brightwell warrants that Goods manufactured or assembled by Brightwell will, on delivery and for the Warranty Period, conform in all material respects with the Proposal and be free from material defects in materials and workmanship and, to the extent that Brightwell was responsible for their design, in design.

9.3. Goods not manufactured or assembled by Brightwell are supplied with the benefit only of the relevant manufacturer's warranty, which Brightwell shall use reasonable endeavours to pass on to the Customer, and Brightwell's liability in respect of any defect in such Goods shall be limited accordingly.

9.4. Brightwell shall be under no liability under clause 9.1 or 9.2:

(a) in respect of any defect in or arising from any Customer Materials or any drawing, design, specification or materials supplied by the Customer or the Customer's Personnel;

(b) in respect of any defect arising from fair wear and tear, wilful damage or negligence by the Customer, the Customer's Personnel or persons using the Equipment or Goods, abnormal working conditions, incorrect storage, failure to follow Brightwell's instructions (whether oral or in writing), failure to comply with the operating instructions of the Equipment or Goods (whether provided by Brightwell, the manufacturer or both), or misuse, alteration or repair of the Equipment or Goods without Brightwell's approval;

(c) if the defect is caused by the Customer's Personnel, or by Brightwell's Personnel where they are acting under specific instructions of the Customer or the Customer's Personnel;

(d) for any delay in installation;

(e) if the total Price has not been paid by the due date for payment; or

(f) unless the Customer notifies Brightwell in writing of the defect within five Working Days of delivery of the Goods or provision of the Services or, where the defect would not have been apparent on reasonable inspection, within five Working Days of discovering the defect.

9.5. The warranties in clauses 9.1 and 9.2 are given for the warranty period set out in the Proposal or, if none is set out, for 12 months from the date of delivery of the relevant Goods or completion of the relevant Services (the "**Warranty Period**").

9.6. In the event of a valid claim by the Customer under this clause 9, the Customer's sole remedy will be limited to, at Brightwell's option: (a) re-performance of the Services (or the relevant part) at no extra cost; (b) repair or replacement of the defective Goods; or (c) a refund of the part of the Price applicable to the defective Services and/or Goods.

9.7. Other than as expressly set out in these Conditions, all conditions, warranties and representations, express or implied by statute, common law or otherwise, in relation to the Goods and Services (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are excluded from the Contract to the fullest extent permitted by law.

10. LIMITATION OF LIABILITY

10.1. Nothing in these Conditions excludes or limits Brightwell's liability: (i) for death or personal injury caused by the negligence of Brightwell or Brightwell's Personnel; (ii) for fraud or fraudulent misrepresentation; or (iii) for any matter for which it would be illegal for Brightwell to exclude or attempt to exclude its liability.

10.2. Subject to clause 10.1, Brightwell shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: (i) any indirect, special or consequential loss; (ii) any pure economic loss; (iii) any loss of profits, revenue, business, opportunity or anticipated savings; (iv) any loss of goodwill or reputation; or (v) any loss of management time, howsoever caused, and even where such loss was reasonably foreseeable or Brightwell had been made aware of the possibility of the Customer incurring it.

10.3. Subject to clause 10.1, Brightwell's total liability to the Customer under or in connection with a Contract, whether for negligence, breach of contract, breach of statutory duty, misrepresentation, restitution or otherwise, shall be limited to the Price paid or payable under the Contract to which the claim relates.

11. INDEMNITY

11.1. The Customer shall indemnify Brightwell against all claims, liabilities, losses, damages, costs and expenses (including reasonable legal fees) which Brightwell may incur and which arise, directly or indirectly, from: (a) the Customer's breach of any of its obligations under the Contract; or (b) any claim that the Goods and/or Services, to the extent supplied or provided in accordance with Customer Materials or the Customer's instructions or specification, infringe any licence, patent, copyright, trade secret or other Intellectual Property Rights of a third party.

12. FORCE MAJEURE

12.1. If Brightwell is prevented, hindered or delayed from or in supplying the Goods or providing the Services by an event or circumstance beyond Brightwell's reasonable control, including acts of God, acts of terrorism, war, insurrection, riots, civil unrest and military action, the exercise of emergency powers or any act or omission of any local, regional or national governmental, highway or other competent authority, fire, flood, earthquake, storm and other natural disasters, accidents, epidemics, industrial action, strikes and lock-outs, blockade or embargo, or the failure or delay of supplies of power, fuel, transport, equipment, telecommunications systems, the Internet or other goods and/or services (including the delay or failure in manufacture, production or supply by third parties of equipment, materials or services) (a "**Force Majeure Event**"), Brightwell shall notify the Customer of the nature and extent of the Force Majeure Event and shall be entitled to a reasonable extension of time for performing its obligations, and may, at its option:

(a) suspend the supply of the Goods and/or provision of the Services while the Force Majeure Event continues;

(b) if Brightwell has insufficient capacity and/or resources to meet its commitments, apportion available capacity and/or resources between its customers as it decides; or

(c) where the Force Majeure Event continues for more than three months, terminate any Contract so affected with immediate effect by written notice to the Customer,

and Brightwell will not be liable for any loss or damage suffered by the Customer as a result. A Force Majeure Event shall not relieve the Customer of its obligation to pay for Goods delivered and Services performed.

13. TERM AND TERMINATION

13.1. The Contract shall continue (unless terminated earlier in accordance with clause 12 or clause 13.2):

(a) in respect of the supply of Goods only, until delivery of all Goods and payment in full;

(b) in respect of any Project, until completion of the Project; and

(c) in respect of Maintenance Services, for the initial period set out in the Proposal (the **"Initial Period"**) or, if no Initial Period is set out in the Proposal, for a period of 12 months, and shall continue thereafter until either party gives to the other no less than three months' written notice, such notice to expire no earlier than the end of the Initial Period.

13.2. Brightwell may, at its discretion, terminate a Contract with immediate effect at any time by written notice to the Customer if the Customer:

(a) commits a material breach of the Contract which is irremediable or, if the breach is capable of remedy, fails to remedy it within 30 days of being notified in writing to do so;

(b) fails to pay any amount due under the Contract within 14 days of the due date for payment; or

(c) is unable to pay its debts when they fall due, ceases or threatens to cease to carry on all or substantially all of its business, passes a resolution for winding up (other than for the purpose of a solvent amalgamation or reconstruction), proposes or enters into any arrangement or composition with its creditors, has a liquidator, receiver, administrative receiver, administrator, manager, trustee or similar officer appointed (or notice of intention to appoint one given) over it or any of its assets, is the subject of a bankruptcy or winding-up petition or order, or suffers any analogous event in any jurisdiction in which it is incorporated or resident.

13.3. Without limiting its other rights or remedies, Brightwell may suspend the supply of Goods and/or provision of Services under the Contract or any other contract with the Customer if it becomes entitled to terminate the Contract under clause 13.2.

13.4. Upon the expiry or termination of a Contract for any reason:

(a) any sums owed by the Customer to Brightwell shall immediately become payable. Brightwell will invoice the Customer for all Goods delivered (or ordered by Brightwell for supply to the Customer) and Services provided as at the date of termination or expiry, and the Customer shall pay such invoices and any other outstanding invoices within 10 days of the date of expiry or termination;

(b) Brightwell shall be entitled to access the Site to remove any of its plant, equipment or other property and to recover any Goods for which it has not received payment; and

(c) each party shall, within five Working Days of receipt of a request by the other party, return to the other party all original and copy documentation containing Confidential Information of the other party.

13.5. Termination or expiry of a Contract shall be without prejudice to the accrued rights and liabilities of the parties and shall not affect any continuing obligations of the parties under the Contract. Without prejudice to that generality, clauses 1, 3.5, 4.5, 4.6, 5.2, 7, 8, 9, 10, 11, 13.4, 14, 15, 16, 17 and 18 shall survive the termination or expiry of a Contract for any reason.

14. CONFIDENTIAL INFORMATION

14.1. Each party (the "Receiving Party") shall treat any Confidential Information relating to the other party (the "Disclosing Party") as strictly confidential, except to the extent that such Confidential Information can be proved to be within the public domain at the time of disclosure other than as a result of any breach of these Conditions. The Receiving Party shall not disclose such Confidential Information to any third party nor use it for any purpose except as is strictly necessary for the performance of its obligations under the Contract, save that Brightwell may disclose Confidential Information to members of its Group and to Brightwell's Personnel who need to know it for the purposes of the Contract. For the purposes of these Conditions, "Confidential Information" means all information disclosed (whether in writing, orally or by other means and whether directly or indirectly) by the Disclosing Party to the Receiving Party or otherwise acquired by the Receiving Party in connection with a Contract or its subject matter, whether before or after the commencement of the Contract, including information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, trade secrets and other Intellectual Property Rights, market opportunities, business affairs, financial information and other confidential information.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. All right, title and interest in and to any Intellectual Property Rights created by or on behalf of Brightwell, or otherwise produced from or arising as a result of the performance of a Contract, and all renewals and extensions thereof, shall be the property of and vest in Brightwell (unless otherwise agreed in writing). To the extent that any such rights vest in the Customer, the Customer assigns (including by way of present assignment of future rights) such Intellectual Property Rights to Brightwell with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party, together with the right to take action for any past, present and future damages and other remedies in respect of any infringement or alleged infringement of such Intellectual Property Rights. The Customer waives any moral rights in relation to such Intellectual Property Rights and shall do all that is reasonably necessary to ensure that such rights vest in Brightwell, including by executing appropriate instruments and procuring the same from third parties.

15.2. All right, title and interest in and to any Intellectual Property Rights owned by or licensed to a party prior to the Contract is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use such Intellectual Property Rights has derived).

15.3. Subject to payment in full of all sums due under the Contract, Brightwell grants the Customer a non-exclusive, non-transferable, royalty-free licence to use Brightwell's Intellectual Property Rights in the Goods and any deliverables to the extent necessary for the Customer to receive and use the Goods and Services for its own internal business purposes.

16. NOTICES

16.1. A notice under or in connection with a Contract shall be in writing and shall be delivered personally, sent by recorded or registered delivery post or sent by email to the other party at the address or email address given in the Proposal or Purchase Order or, failing that, its last known address or email address. A notice sent by email must be followed up and confirmed by another method of service on the same day or the next Working Day. In the absence of evidence of earlier receipt, service of a notice is deemed to have been effected: (a) if delivered personally, when left at the relevant address; (b) if sent by Special Delivery 9.00 am next-day post, at 9.00 am on the next Working Day; (c) if sent by pre-paid first class post or 24 Signed For, on the second Working Day after posting; or (d) if sent by email, at the time of transmission or, if the time of transmission is outside 9.00 am to 5.00 pm on a Working Day, at 9.00 am on the next Working Day, subject to confirmation by another method of service.

17. NON-SOLICITATION

17.1. The Customer shall not, without the prior written consent of Brightwell, at any time from the date of the Contract until the expiry of 12 months after the last date of supply of the Goods or Services, solicit or entice away from Brightwell, or employ (or attempt to employ), any person who is, or has been, engaged as part of Brightwell's Personnel.

18. GENERAL

18.1. Brightwell may at its discretion sub-contract any of its obligations under a Contract to any member of its Group (including Bohr Group Limited and any of its Subsidiaries) or to any third party without the need to consult with or obtain approval from the Customer.

18.2. Brightwell and the Customer are independent contractors, and neither has the authority to bind the other to any third party or to act in any way as the representative of the other, unless otherwise expressly agreed in writing by both parties.

18.3. Unless otherwise stated in these Conditions, a Contract (and any documents referred to in it) constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, arrangements, undertakings, proposals, representations, communications, negotiations and understandings, oral or written, concerning that subject matter. No party has relied on any warranty or representation except as expressly set out in the Contract.

18.4. The Customer may not assign, novate, transfer, delegate or otherwise deal with any of its rights or obligations under a Contract without first obtaining Brightwell's written consent. Brightwell may assign a Contract or any part of it to any person.

18.5. If any provision of a Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18.6. Unless expressly stated in these Conditions, a Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

18.7. A failure or delay by Brightwell to exercise any right, power or remedy provided by a Contract or by law does not constitute a waiver of that or any other right, power or remedy. No single or partial exercise of a right, power or remedy shall prevent any further exercise of it or the exercise of any other right, power or remedy.

18.8. Each right or remedy of Brightwell under a Contract is without prejudice to any other right or remedy of Brightwell, whether under the Contract or not.

18.9. A Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.