

These terms and conditions, as amended from time to time (the "Conditions") set out the basis upon which we, Medigold Health Consultancy Limited (Company No. 03507491) or another member of our group (in each case "Medigold Health") agree to purchase the goods ("Goods") and/or services ("Services"), as more particularly set out in an Order or Goods Specification or Service Specification (each as defined below) from you, the person or firm who supplies such Goods and/or Services to us (the "Supplier").

1. Interpretation

1.1 The following rules of interpretation apply to the Contract:

1.1.1 a specific reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made thereunder, and a general reference to laws, statutes, regulations, policies or codes is a reference to them as amended, extended or re-enacted from time to time;

1.1.2 any words following the terms "including", "include", "in particular", "for example" or any similar expression, are construed as illustrative and do not limit the sense of the words, description, definition, phrase or term preceding those terms;

1.1.3 references to "writing" or "written" include email but not fax;

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

1.1.5 "Intellectual Property Rights" means know-how, trade secrets and other confidential information, registered designs, copyrights, data, database rights, design rights, rights affording equivalent protection to copyright, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the foregoing in any country or jurisdiction and rights to sue for passing off.

2. Basis of contract

2.1 These Conditions apply to the contract between Medigold Health and the Supplier for the supply of Goods and/or Services (the "Contract") to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 Each order from Medigold Health for Goods and/or Services provided by Medigold Health to the Supplier in writing (each an "Order") constitutes an offer by Medigold Health to purchase the Goods and/or Services from the Supplier in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of the Supplier issuing a written acceptance of the Order and the Supplier doing any act consistent with fulfilling the Order, at which point and on which date (the "Commencement Date") the Contract comes into existence.

2.4 The Contract shall be effective from the Commencement Date for a duration specified in the Order; if no term is specified, the Contract shall continue until terminated in accordance with these Conditions (the "Term").

2.5 All of these Conditions apply to the supply of both Goods and Services except where application to or exclusion of one or the other is expressly specified.

2.6 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Supplier that is inconsistent with these Conditions.

2.7 Except to the extent expressly agreed by Medigold Health in the Order, Medigold Health is not bound by any exclusivity in respect of the purchase of any Goods or Services, nor obliged to purchase any minimum volume. No conclusion of a Contract with a Supplier guarantees any follow-up Orders.

3. Supply of Goods

3.1The Supplier shall ensure that the Goods:

3.1.1correspond with their description in the Order and any specification for the Goods, including any related plans and drawings agreed in writing by Medigold Health and the Supplier (the "Goods Specification");

3.1.2are of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by Medigold Health expressly or by implication, and in this respect Medigold Health relies on the Supplier's skill and judgement;

3.1.3where applicable, comply with all samples, patterns and demonstrations provided by the Supplier and accepted by Medigold Health;

3.1.4are free from defects in design, materials and workmanship and remain so for a period of 12 months after delivery (unless otherwise specified in the Goods Specification); and

3.1.5comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3Medigold Health may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing, and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4If following such inspection or testing Medigold Health considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings in clause 3.1, Medigold Health will inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5Medigold Health may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

4.1The Supplier shall ensure that:

4.1.1the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.1.2each delivery of Goods is accompanied by a delivery note that shows the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any), and, if Medigold Health has agreed delivery by instalments per clause 4.4, the outstanding balance of Goods remaining to be delivered; and

4.1.3if the Supplier requires Medigold Health to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material will be returned to the Supplier at the cost of the Supplier.

4.2The Supplier shall deliver the Goods:

4.2.1on the date and at the time specified in the Order or, if no such date or time is specified, then within 14 days of the date of the Order;

4.2.2to Medigold Health's premises listed or such other location set out in the Order or as instructed by Medigold Health before delivery (the "Delivery Location"); and

4.2.3during Medigold Health's normal hours of business on a Business Day, or as otherwise instructed by Medigold Health.

4.3Delivery of the Goods will be completed on the completion of unloading the Goods at the Delivery Location.

4.4If the Supplier:

4.4.1delivers less than 100% of the quantity of Goods ordered, Medigold Health may reject the Goods; or

4.4.2 delivers more than 100% of the quantity of Goods ordered, Medigold Health may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense.

If the Supplier delivers more or less than the quantity of Goods ordered, and Medigold Health accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without Medigold Health's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time, or at all, or any defect in an instalment, shall entitle Medigold Health to the remedies set out in clause 6.1.

4.6 Time is of the essence in relation to delivery of the Goods. If the Supplier fails to deliver the Goods on the agreed date, Medigold Health may, without limiting its other rights or remedies, terminate the Contract in whole or in part, and any sums already paid by Medigold Health in respect of undelivered Goods will be repaid immediately.

4.7 Risk in the Goods will pass to Medigold Health on completion of delivery in accordance with clause 4.3. Title to the Goods will pass to Medigold Health on the earlier of payment for the Goods or delivery of the Goods to the Delivery Location.

5. Supply of Services

5.1 The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to Medigold Health in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or otherwise notified by Medigold Health, and time will be of the essence in relation to those performance dates.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with Medigold Health in all matters relating to the Services, and comply with all instructions of Medigold Health;

5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.3.3 use personnel who are suitably skilled and experienced to perform the specific tasks assigned to them in the performance of the Services, and in sufficient number to ensure the Supplier's obligations are fulfilled in accordance with the Contract;

5.3.4 ensure that the Services and any deliverables that result from the Services, including but not limited to all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts) (the "Deliverables") conform with all descriptions, standards and specifications set out in the description or specification for Services set out in the Order or otherwise agreed in writing by Medigold Health (the "Service Specification"), and that a shall be fit for any purpose that Medigold Health expressly or impliedly makes known to the Supplier;

5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services, or transferred to Medigold Health, will be free from defects in workmanship, installation and design;

5.3.7 obtain and at all times maintain all licences and consents required for the provision of the Services;

5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of Medigold Health's premises;

5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Medigold Health ("Medigold Materials") in safe custody at its own risk, maintain them in good condition until returned to Medigold Health, and not dispose of or use them other than in accordance with Medigold Health's written instructions or authorisation;

5.3.10 not do or omit to do anything which may cause Medigold Health to lose any licence, accreditation, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Medigold Health may rely or act on the Services; and

5.3.11 comply with any additional obligations set out in the Service Specification.

6. Remedies

6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Medigold Health shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

6.1.3 to recover from the Supplier any costs incurred by Medigold Health in obtaining substitute goods and/or services from a third party;

6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

6.1.5 to claim damages for any additional costs, loss or expenses incurred by Medigold Health which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then, without limiting or affecting other rights or remedies available to it, Medigold Health shall have one or more of the following rights and remedies:

6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.2.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;

6.2.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;

6.2.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

6.2.5 to recover from the Supplier any expenditure incurred by Medigold Health in obtaining substitute services or deliverables from a third party; and

6.2.6 to claim damages for any additional costs, loss or expenses incurred by Medigold Health arising from the Supplier's failure to comply with clause 5.3.4.

6.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6.4 Medigold Health's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. Price and payment

7.1 The price of the Goods shall be the price set out in the Order or otherwise agreed in writing by Medigold Health, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

7.2 The price:

7.2.1 excludes amounts in respect of VAT, which Medigold Health will additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.2.2 includes the costs of packaging, insurance and carriage of the Goods.

7.3 No extra charges will be effective unless expressly agreed in writing by Medigold Health.

7.4 In respect of the Goods, the Supplier shall invoice Medigold Health on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Medigold Health on completion of the Services. Each invoice shall include such supporting information required by Medigold Health to verify the accuracy of the invoice.

7.5 In consideration of the supply of Goods and/or Services by the Supplier, Medigold Health will pay correctly rendered invoices within 60 days of receipt of the invoice.

7.6 Medigold Health is not liable for late payment interest unless the Supplier has issued a notice of default and Medigold Health is in default. Late payment interest will be accrued daily at 2% a year above the Bank of England base rate from time to time on any undisputed debts after the issue of any such notice of default.

7.7 Medigold Health may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Medigold Health against any liability of Medigold Health to the Supplier.

8. IP and Medigold Materials

8.1 The Supplier acknowledges that all Medigold Materials supplied by Medigold Health to the Supplier and all rights in the Medigold Materials are and shall remain the exclusive property of Medigold Health. The Supplier shall keep the Medigold Materials in safe custody at its own risk, maintain them in good condition until returned to Medigold Health, and not dispose or use the same other than in accordance with Medigold Health's written instructions or authorisation.

8.2 All Intellectual Property Rights in or arising out of or in connection with the Services and any Deliverables shall be owned by Medigold Health.

8.3 The Supplier assigns to Medigold Health, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Services and Deliverables for the full term of those rights.

8.4 The Supplier shall not use any Intellectual Property Rights owned by Medigold Health other than as necessary for the performance of the Contract.

9. Liability and Indemnity

9.1 The Supplier shall indemnify Medigold Health against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Medigold Health arising out of or in connection with:

9.1.1 any claim made against Medigold Health for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply or use of the Goods or Services, or any Deliverables, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

9.1.2 any claim made against Medigold Health by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

9.1.3 any claim made against Medigold Health by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

9.1.4 any breach of the Data Protection Laws by the Supplier in respect of the supply of any Goods and/or Services under this Contract.

9.2 This clause 9 will survive termination of the Contract.

9.3 Subject to clause 8.3, the Supplier's total aggregate liability to Medigold Health under or in connection with the Contract, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £10,000,000 (ten million pounds) per occurrence.

10. Insurance and Compliance

10.1 During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company product liability insurance (where supply Goods), professional indemnity insurance (where providing Services), public liability insurance and employer's liability insurance to cover the liabilities that may arise under or in connection with the Contract, and will on Medigold Health's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. Where no insurance limit has been stated in the Order or any Goods/Service Specification, the Supplier's insurances must provide at least £5m per claim of cover per year.

10.2 In performing its obligations under the Contract, the Supplier shall:

10.2.1 at all times comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to (a) anti-slavery and human trafficking laws, (b) anti-bribery and anti-corruption; (c) financial crime (including without limitation the facilitation of tax evasion, money laundering and fraud) (collectively the "**Compliance Requirements**"), as well as the Medigold Health Supplier Code of Conduct published at <https://legal.medigold-health.com/suppliers#supplier-code-of-conduct> (the "**Supplier Code of Conduct**"), any Medigold Health policies notified to them in writing.

10.2.2 not engage in any activity, practice or conduct that would constitute an offence under any of the Modern Slavery Act 2015, the Bribery Act 2010, the Criminal Finances Act 2017, Economic Crime and Corporate Transparency Act 2023 or any other Compliance Requirements;

10.2.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with the Compliance Requirements and this clause 10.2 and shall enforce them where appropriate;

10.2.4 if it becomes aware of any breach of this clause 10;

10.2.5 if it becomes aware of any actual or suspected slavery or human trafficking in its supply chain which has a connection with the Contract;

10.2.6 if it has reason to believe that it or any person associated with it (as defined in the Bribery Act 2010) has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract;

10.2.7 if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier; or

10.2.8 if it (or any of its employees, agents or representatives) receives a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Contract,

10.2.9 at all times maintain a complete set of records to trace the supply chain of all Goods and Services provided to Medigold Health in connection with the Contract;

10.2.10 permit Medigold Health to exercise its audit rights under clause 10.6 in respect of the Supplier's compliance with its obligations under this clause 10;

10.2.11 provide and procure that its employees, agents, officers, consultants and advisers all reasonable assistance to Medigold Health and its appointed representatives in responding to any questions they may have in respect of the Supplier's compliance with its obligations under this clause 10.2, including providing any information Medigold Health (or its third party representatives) may reasonable request; and

10.2.12 ensure that any person associated with the Supplier (as defined in the Bribery Act 2010) who is performing services in connection with the Contract or is otherwise a direct subcontractor or supplier of the Supplier does so only on the basis of a written

contract which imposes on and secures from such person obligations equivalent to those in this clause 10.2 (the "Compliance Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Compliance Terms, and shall be directly liable to Medigold Health for any breach by such persons of any of the Compliance Terms.

10.3The Supplier represents and warrants that:

10.3.1it has not been convicted of any offence nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with the Compliance Requirements, and none of its directors or officers have been convicted of any such offence or been the subject of any such investigation, inquiry or enforcement proceedings; and

10.3.2it has no foreign public officials as direct or indirect owners, officers or employees at the Commencement Date.

10.4A failure by the Supplier to comply with the obligations in this clause 9 may be treated as a material breach incapable of remedy by Medigold Health, and Medigold Health may terminate this Contract immediately by written notice.

10.5The Supplier agrees to fully comply with any reasonable request for information by Medigold Health regarding the Supplier's business or activities generally during the Term of this Contract (which includes, without limitation, any annual supplier assurance questionnaires issued by Medigold Health). The Supplier represents and warrants the completeness, truthfulness and accuracy of any information so provided and, where the Supplier is unable to answer any question fully due to Applicable Law or an obligation of confidentiality owed to a third party, it shall provide as full particulars of the circumstances of the omission as possible.

10.6Medigold Health may, on no less than three (3) Business Days' notice to the Supplier, enter and have reasonable access to the Supplier's premises, systems, documents and personnel as it deems reasonably necessary to verify the Supplier's compliance with this Contract and the Supplier Code of Conduct. Medigold Health shall be entitled to appoint a third party firm to carry out such audit on its behalf. Where the results of the audit demonstrate a breach by the Supplier, Medigold Health shall be entitled to require the Supplier to remedy such breaches (or, where sufficiently serious or irremediable, use any of the other rights set out in this clause 10). This right shall be exercisable during the Term and shall survive expiry or termination for a period of six years from the date thereof.

11. Personnel

11.1The Supplier shall ensure that the Supplier's personnel, while at Medigold Health's facilities, shall:

11.1.1comply with Medigold Health's then-current environmental, health, safety and security policies and other rules and regulations applicable to Medigold Health personnel at those facilities;

11.1.2comply with all reasonable requests of Medigold Health personnel, as applicable; and

11.1.3conduct themselves in a professional and business-like manner.

11.2Unless otherwise explicitly agreed in the Contract, it is the parties' intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") shall not apply to any transfer of the Services or any part of the Services from the Supplier to Medigold Health or to a person who provides services that are the same as or substantially the same as all or part of the Services (a "New Supplier") on the expiry or termination of the Contract, however arising. For the avoidance of doubt, no Supplier personnel shall transfer into the employment of Medigold Health or any New Supplier.

11.3However, if it should be alleged or determined that TUPE does so apply, whether in whole or in part, then the Supplier irrevocably and unconditionally agrees to indemnify and keep indemnified Medigold Health, all Medigold Health affiliates and group companies, and its and their officers, employees, contractors, sub-contractors and agents, and any New Supplier, in full and on demand, against all claims, demands, actions, proceedings and all direct, indirect and consequential damages, losses, costs and expenses (including legal costs on an indemnity basis) made against or incurred or suffered by any of them, arising out of or in connection with, and whether wholly or in part resulting directly or indirectly from, any assertion by any person (or any representative of any person) to the effect that TUPE shall be applicable to the Contract, its termination, the termination of any Services, any transfer of any of the Services, or any other reduction in the scope of the Contract.

12. Confidentiality

12.1 Each party undertakes that it shall not any time during the Contract and for a period of five years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

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

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.4 The Supplier shall not, without Medigold Health's express prior written consent, (i) use the name, trademarks, logo or other identifying marks of Medigold Health in any sales, marketing or publicity activities or materials, or (ii) issue a press release or other kind of public statement regarding Medigold Health or any Goods or Services supplied to it.

13. Data Protection

13.1 The parties shall comply with their data protection obligations as set out in the [Supplier DSA](#), the terms of which are hereby incorporated by reference. The Supplier DSA sets out how the Supplier will process Personal Data in connection with the Services provided under these Conditions. The parties agree to record any relevant data protection particulars in the relevant Order or otherwise these will be agreed in writing between the parties.

14. Termination

14.1 Without affecting any other right or remedy available to it, Medigold Health may terminate the Contract:

14.1.1 with immediate effect by giving written notice to the Supplier if:

(a) there is a change of control of the Supplier (as defined in s.1042 Corporation Tax Act 2010); or

(b) the Supplier commits a breach of clause 10.2.

14.1.2 for convenience by giving the Supplier three months' written notice.

14.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

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

14.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

14.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

14.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.

14.3 Termination of the Contract will not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

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

14.5 Upon termination or expiry of the Contract for any reason, the Supplier shall:

14.5.1 provide all reasonable assistance to Medigold Health to ensure the orderly transition of the Services to Medigold Health or any replacement supplier;

14.5.2 transfer to Medigold Health or its nominated replacement supplier all data, records, and information relating to the Services in a format reasonably requested by Medigold Health;

14.5.3 cooperate with any replacement supplier as reasonably requested by Medigold Health; and

14.5.4 return or destroy (at Medigold Health's option) all Medigold Materials and confidential information.

15. Notices

15.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered and deemed received as follows:

171

Method of Delivery	Address for Notice	Date of Receipt
By hand	The recipient's registered office address (if a company) or its principal place of business (in any other case).	At the time the notice is left at the address.
By pre-paid post	The recipient's registered office address (if a company) or its principal place of business (in any other case).	At 9.00 am on the second Business Day after posting.
By e-mail	In the case of Medigold Health, to legal [at] medigold-health [dot] com. In the case of the Customer, to the email address specified in the Order or, in the absence of any email address, to the main email address used for the purposes of the Contract.	At 9.00 am on the Business Day following transmission.

Any notices to Medigold Health should be marked for the attention of the General Counsel.

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

16. General

16.1 Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Contract by giving 28 days' written notice to the affected party.

16.2 Subcontracting

The Supplier may not subcontract any or all of its rights or obligations under this Contract without the prior written consent of Medigold Health. If Medigold Health consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

16.3Entire agreement

This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.4Variation

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.5Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.6Severance

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

16.7Third party rights

No one other than a party to this agreement shall have any right to enforce any of its terms.

16.8Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

16.9Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.