SYMPHONY

ENVIRONMENTAL LTD

TERMS AND CONDITIONS OF SALE

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Business-to-business sales only

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1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise requires:

"Additive" means any chemical substance, powder, granule, masterbatch, concentrate or compound intended to be introduced into a manufacturing process.

"Affiliate" means in relation to a person, any entity or person that directly or indirectly Controls, is Controlled by, or is under common Control with that person.

"Applicable Law" means all laws, regulations, sanctions, export controls, mandatory codes and legally binding requirements applicable to a Party, the Goods, the Finished Products or their importation, manufacture, marketing, supply, use or disposal.

"Buyer" means the person, firm, company or other entity which orders or purchases Goods from Symphony.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

"Claim Form" means Symphony's prescribed claim form current when the claim is made and available from Symphony on request.

"Conditions" means these terms and conditions of sale.

"Confidential Information" means all information, in any form, relating to Symphony, an Additive, the Goods, articles made using the Goods, formulations, samples, tests, specifications, methods, designs, know-how, technology, intellectual property, customers, suppliers, prices, business plans or affairs, whether or not marked confidential.

"Contract" means the contract between Symphony and the Buyer for the sale and purchase of Goods, comprising the Order Acknowledgement, any document expressly incorporated in it and these Conditions.

"Control" means direct or indirect ownership of more than 50 per cent of the voting rights or economic interest in an entity, or the power to direct its management, and Controlled shall be construed accordingly.

"Delivery" means delivery of the Goods in accordance with the Delivery Term.

"Delivery Term" means the INCOTERM and named place or port stated in the Order Acknowledgement.

"Finished Products" means items manufactured using or incorporating any Goods and ready for use or supply without further manufacturing.

"Goods" means Additives, Finished Products, samples and any other goods supplied or to be supplied by Symphony under a Contract.

"INCOTERMS" means the Incoterms® 2020 rules published by the International Chamber of Commerce, or any replacement edition specified in the Order Acknowledgement.

"Intellectual Property Rights" means patents, rights in inventions, copyright, database rights, design rights, trademarks, trade names, domain names, rights in goodwill and passing off, rights in confidential

information and trade secrets, and all similar rights, registered or unregistered, including applications and renewals.

"Manufacturing Instructions" means the instructions issued by Symphony for storage, handling, processing, dosage and use of an Additive, as amended by Symphony in writing.

"Order" means the Buyer's written request to purchase Goods.

"Order Acknowledgement" means Symphony's written acceptance of an Order, including any quotation expressly incorporated into it.

"Price" means the price for the Goods stated in the Order Acknowledgement.

"Related Persons" means a Party's Affiliates and its and their directors, officers, employees, professional advisers, agents, subcontractors and consultants.

"Specification" means the specification expressly identified in the Order Acknowledgement, including any applicable Technical Data Sheet.

"Symphony" means Symphony Environmental Ltd, registered in England and Wales under number 02967867.

"Technical Data Sheet" means any technical data sheet issued by Symphony for the relevant Goods, or as amended by Symphony in writing.

"Technical Enquiry Form or TEF" means Symphony's current technical enquiry form completed for a proposed application of an Additive.

"Trade Mark" means a trade mark trade name, or logo (whether registered or not) owned by or licensed to Symphony or its Affiliates.

"Writing" means a legible written communication, including email and a PDF attachment, but excluding SMS, WhatsApp and other transient messaging services unless Symphony expressly agrees otherwise in writing.

1.2 References to legislation include amendments, replacements and subordinate legislation. Words in the singular include the plural and vice versa. A reference to including or includes is illustrative and does not limit the preceding words.

1.3 Headings are for convenience only. If a Delivery Term conflicts with these Conditions, these Conditions prevail except to the extent the Order Acknowledgement expressly states otherwise.

2 BASIS OF CONTRACT

2.1 These Conditions apply to every Contract to the exclusion of any terms proposed by the Buyer, whether contained in an Order, portal, acknowledgement, correspondence or other document.

2.2 A Contract is formed only when Symphony issues an Order Acknowledgement, dispatches the Goods or makes them available for collection, whichever occurs first.

2.3 A quotation is not an offer and may be withdrawn or amended before a Contract is formed. Unless stated otherwise, a quotation expires 30 days after its date.

2.4 Descriptions, illustrations, samples and marketing materials are illustrative only and do not form part of the Contract unless expressly incorporated in the Order Acknowledgement.

2.5 No statement or commitment by a distributor, representative or employee binds Symphony unless confirmed in Writing by an authorised director of Symphony.

2.6 The Buyer may not cancel or amend a Contract without Symphony's written consent.

3 BUSINESS SALES, SUITABILITY AND REGULATORY RESPONSIBILITY

3.1 The Buyer warrants that it acts wholly or mainly in the course of business and is not a consumer.

3.2 The Buyer is solely responsible for selecting the Goods and determining their suitability for the Buyer's materials, process, application, Finished Products, intended use and market.

3.3 The Buyer is solely responsible for identifying and complying with Applicable Law in every territory in which the Goods or Finished Products are imported, manufactured, advertised, supplied, used or disposed of.

3.4 Symphony is not a law firm and does not give legal advice. Any information concerning laws, regulations, standards, approvals, labelling, claims or marketability is general information only. The Buyer shall obtain its own legal and regulatory advice in the relevant territory.

3.5 The Buyer is solely responsible for every statement, representation, label, advertisement or claim made on or about the Goods or Finished Products, even if based on Symphony material, and shall ensure that it is accurate, appropriately qualified, and lawful in the relevant territory.

3.6 No environmental, biodegradation, compostability, recyclability, antimicrobial, anti-insect, anti-rodent, flame-retardant, freshness, shelf-life, ethylene-management, barrier or other performance statement is a guarantee of performance under conditions different from those expressly stated in the applicable test report, Specification or Technical Data Sheet.

4 PRICE AND TAXES

4.1 The Buyer shall pay the Price in the currency stated in the Order Acknowledgement. If no currency is stated, the currency is United States dollars.

4.2 The Price excludes VAT, sales tax, customs duty, import charges, levies and similar taxes or charges, all of which shall be paid by the Buyer unless the Order Acknowledgement expressly states otherwise.
4.3 Symphony may increase the Price before dispatch to reflect an increase in the cost of raw materials, labour, energy, freight, insurance, exchange rates, governmental requirements or other costs beyond Symphony's reasonable control. However, unless the Buyer agrees otherwise, an increase under this clause shall not exceed 10 per cent of the original Price.
4.4 If the Buyer requests a change to quantities, specifications, delivery arrangements or timing, Symphony may adjust the Price and delivery estimate accordingly.

5 PAYMENT

5.1 Unless the Order Acknowledgement states otherwise, the Buyer shall pay the Price by electronic transfer in cleared funds to Symphony's nominated bank account at least five Business Days before the scheduled dispatch date.
5.2 If Symphony agrees to a letter of credit, it shall be irrevocable, opened and confirmed by a bank acceptable to Symphony at least 10 days before shipment or collection, and payable at sight against the applicable transport document.
5.3 All amounts are payable in full without set-off, counterclaim, deduction or withholding except as required by law. If withholding is required, the Buyer shall pay any additional amount necessary so that Symphony receives the amount it would have received without the withholding.
5.4 If any sum is overdue, Symphony may charge interest at 1 per cent per month, calculated daily, or the maximum lawful rate if lower, from the due date until payment, together with all reasonable recovery costs and any statutory compensation available.
5.5 If payment is overdue or Symphony reasonably believes the Buyer's creditworthiness has deteriorated, Symphony may suspend performance, cancel credit terms, require security or advance payment, stop Goods in transit, or terminate any Contract, without liability.

6 DELIVERY

6.1 Delivery shall be made in accordance with the Delivery Term. If none is stated, the Goods shall be made available Ex Works at the location notified by Symphony.
6.2 Any delivery date is an estimate only. Time is not of the essence unless an authorised director of Symphony expressly agrees otherwise in Writing.
6.3 Symphony may deliver in instalments and invoice each instalment separately. Delay or defect in one instalment does not entitle the Buyer to cancel another instalment or the Contract as a whole.
6.4 The Buyer shall provide accurate delivery, customs, import and transport information in sufficient time. It is responsible for licences, permits, clearances and local charges allocated to it under the Delivery Term.
6.5 The Buyer shall notify Symphony in Writing immediately if Goods have not arrived within 14 days after an estimated delivery date notified by Symphony, or within 21 days after invoice if no estimated date was notified. Failure to do so may prejudice or bar a claim to the extent Symphony loses rights against a carrier or insurer or other third party.
6.6 If the Buyer fails to take delivery or provide instructions, Delivery is deemed to occur when Symphony or its carrier first tenders the Goods. Symphony may store, insure, redirect or resell them, and the Buyer shall pay for all resulting costs and losses.
6.7 Symphony's liability for non-delivery is limited, at its option, to delivering the missing Goods within a reasonable period or refunding or crediting the price paid for them, subject always to clause 18.

7 QUANTITY, TOLERANCES AND CHANGES

7.1 For Additives in consignments of one tonne or more, Symphony may deliver up to 10 per cent more or less than the ordered weight or quantity and adjust the invoice pro rata.
7.2 Symphony may vary an Additive's formulation, shape, size, carrier or colour if functionality and conformity with the Specification are not materially impaired.
7.3 For Finished Products, unless the Specification states otherwise, Symphony may vary:

- average thickness of virgin material by up to 10 per cent above or below the specified thickness;
- average thickness of second-grade or recycled material by up to 20 per cent above or below the specified thickness;
- dimensions by up to 5 per cent above or below the specified dimensions; and
- the quantity in a box or pack by up to 5 per cent.

7.4 Goods within the tolerances in this clause conform to the Contract. The Buyer shall pay pro rata for any permitted over-delivery or under-delivery.
7.5 Unless expressly specified, dynamic properties, odour, static, shade and other unspecified characteristics are within Symphony's reasonable discretion.

8 RISK, TITLE AND INSURANCE

8.1 Risk passes in accordance with the Delivery Term, or, if no Delivery Term is stated, when the Goods are made available for collection.

8.2 Title to the Goods does not pass until Symphony receives in cleared funds all sums due to it from the Buyer under all contracts.

8.3 Until title passes, the Buyer shall:

- hold the Goods as bailee for Symphony;
- store them separately, clearly identified as Symphony's property, in a shaded, dry and secure environment and in accordance with the Technical Data Sheet;
- not remove or obscure identifying marks or batch numbers;
- maintain them in satisfactory condition and insure them for their full replacement value from the time risk passes; and
- provide evidence of storage, identification and insurance on request.

8.4 Subject to clause 8.5, the Buyer may use or resell Goods in the ordinary course of business before title passes, but that authority ends immediately if an event in clause 19.1 occurs or Symphony revokes it in Writing because payment is overdue.

8.5 The Buyer shall not pledge, charge or grant security over Goods belonging to Symphony. If it does, all sums owed to Symphony become immediately due.

8.6 If the Buyer's authority under clause 8.4 ends, it shall immediately make the Goods available for collection. To the extent legally permitted, the Buyer grants Symphony and its authorised agents an irrevocable licence to enter premises under the Buyer's control to identify and recover the Goods, using no more force than is reasonably necessary and complying with site safety requirements.

9 TECHNICAL ENQUIRY AND SELECTION OF ADDITIVE

9.1 Symphony is not obliged to recommend or supply an Additive for an application until it has received a complete and accurate TEF in a language acceptable to Symphony.

9.2 The Buyer warrants that all TEF information is complete and accurate and shall notify Symphony before use if any material, formulation, equipment, processing condition, Finished Product, application or objective changes.

9.3 On receipt of an acceptable TEF, Symphony may recommend a grade for trials and provide the applicable Technical Data Sheet and Manufacturing Instructions. A recommendation is based on the information supplied and does not transfer the Buyer's responsibilities under clause 3.

9.4 The Buyer shall not use an Additive until it has received Symphony's written grade recommendation and the applicable Technical Data Sheet and Manufacturing Instructions.

10 TRIALS, VALIDATION AND COMMERCIAL PRODUCTION

10.1 The Buyer shall inspect Additive before use and promptly report any visible or suspected defect.

10.2 The Buyer shall first conduct small-scale trials strictly in accordance with the TEF, Technical Data Sheet and Manufacturing Instructions.

10.3 The Buyer shall provide Symphony promptly with representative trial samples, and control samples manufactured from the same batch of polymer and other ingredients but without Additive, together with production records and testing information reasonably requested by Symphony.

10.4 The Buyer shall not supply trial articles to a third party without Symphony's prior written consent.

10.5 Commercial production shall not begin until Symphony has confirmed in Writing that the submitted trial samples achieved the stated objectives under the tested conditions and that commercial production may commence.

10.6 Following confirmation under clause 10.5, Symphony warrants only that the Additive will meet the objectives expressly stated in the applicable Technical Data Sheet when used strictly in accordance with the approved TEF, Manufacturing Instructions and Technical Data Sheet, provided no relevant variable has changed.

10.7 For every trial and production run, the Buyer shall record batch numbers, materials, dosage, processing conditions and production date and retain representative samples. Failure to provide those records and samples may bar a claim where it prevents proper investigation.

10.8 Any supply of Additive by the Buyer to a customer, subcontractor or distributor requires Symphony's prior written consent and a confidentiality agreement approved by Symphony.

11 INSPECTION, ACCEPTANCE AND CLAIMS

11.1 At Delivery the Buyer shall check package quantities against the delivery note or packing list, record visible damage or shortage on the carrier's document and retain evidence.

11.2 The Buyer shall examine the Goods promptly and notify Symphony in Writing of shortage, discrepancy, apparent defect, loss or visible damage within 7 days after Delivery for visible defects, giving full reasons and available photographs or evidence.
11.3 The Buyer shall retain at least 90 per cent of the intact original boxes, sacks, rolls, bales or bundles of allegedly defective Goods for inspection unless Symphony agrees otherwise in Writing.
11.4 A latent-defect claim must be notified promptly after discovery and, for Additives, no later than 14 days after the Additive was first used. The Buyer must stop use immediately where continued use could increase loss.
11.5 Every Additive claim must be submitted on the Claim Form with all required documents, production records, samples, controls, batch details and test data.
11.6 The time and evidence requirements in this clause are conditions precedent to liability only to the extent reasonable and only where non-compliance materially prejudices Symphony's investigation, mitigation, insurance or recourse against a supplier or carrier.
11.7 Subject to a valid latent-defect claim, Goods are deemed accepted if the Buyer does not notify Symphony within the applicable period.
11.8 The Buyer shall not return Goods without a return authorisation issued by Symphony. Unauthorised returns may be refused and remain at the Buyer's risk and expense.

12 STORAGE, HANDLING AND EXPIRY

12.1 The Buyer shall transport, store, handle and use the Goods in accordance with the Technical Data Sheet, Manufacturing Instructions, labels and good industry practice.
12.2 Unless Symphony specifies otherwise, Goods shall be protected from direct sunlight, moisture and temperatures above 30 degrees Celsius, and Additive packaging shall remain sealed and undamaged until use.
12.3 Symphony is not liable for deterioration, defect or loss caused by improper transport, storage, handling, contamination, opened or damaged packaging, exposure to sunlight or excessive temperature, use after the stated expiry or service-life, or failure to follow instructions.
12.4 For Finished Products, Symphony is not liable for a defect or loss arising after cutting, printing, fabrication, processing, incorporation or alteration by the Buyer or a third party unless the Buyer proves the defect existed before that operation and the operation did not cause or worsen it.

13 WARRANTIES AND REMEDIES

13.1 Symphony warrants that it has the right to sell the Goods when title passes, and that the Goods are free from undisclosed security interests created by Symphony.
13.2 For commercial Goods, Symphony warrants that at Delivery they materially conform to the Specification, subject to the tolerances and limitations in these Conditions.
13.3 Trial or experimental Goods and related information are supplied "as is". To the fullest extent permitted by law, Symphony gives no warranty that they are commercially viable, safe, satisfactory, fit for a particular purpose, non-infringing or capable of achieving any result.
13.4 If Symphony accepts a valid claim, its sole obligation is, at its option, to replace the affected Goods, repair them where practicable, reperform any directly related service, or refund or credit the Price paid for the affected Goods.
13.5 Replacement Goods are subject to these Conditions. The original warranty period is not extended except to the extent required by law.
13.6 Except as expressly stated, and to the fullest extent permitted by law, all conditions, warranties and terms implied by statute, common law or otherwise, including satisfactory quality and fitness for purpose, are excluded.

14 PRODUCT INFORMATION, ADVICE AND TESTING

14.1 Technical assistance, recommendations, calculations, samples, test results and other information are given in good faith on the basis of information available at the time and the stated test conditions.
14.2 Results obtained in laboratory or controlled testing may not be reproduced in commercial manufacture, use or disposal because materials, equipment, processing, storage, environment and end-use conditions vary and are outside Symphony's control.
14.3 Unless expressly agreed as part of the Specification, Symphony does not warrant the accuracy or continuing applicability of third-party data, test methods, certificates or regulatory interpretations.
14.4 The Buyer shall independently validate the Finished Product and all proposed claims before manufacture, launch, supply or marketing, and shall repeat validation after any relevant change.

15 FINISHED PRODUCTS, ARTWORK AND THIRD-PARTY RIGHTS

15.1 The Buyer is responsible for checking and approving all artwork, copy, names, marks, barcodes, specifications and proofs supplied or approved by it. Symphony is not liable for an error approved by the Buyer or contained in material supplied by it.
15.2 The Buyer warrants that material, instructions and designs supplied by it do not infringe third-party rights or Applicable Law.
15.3 The Buyer shall indemnify Symphony against losses, liabilities, damages, costs and reasonable legal expenses arising from a third-party claim or regulatory action caused by material, instructions, claims, labels, artwork or designs supplied or approved by the Buyer, except to the extent caused by Symphony's breach or negligence.

16 CONFIDENTIALITY AND RESTRICTIONS ON USE

16.1 The Buyer shall use Confidential Information and Additives only for the purposes of the Contract and shall protect them with at least the care it uses for its own confidential information of similar importance.
16.2 The Buyer may disclose Confidential Information only to Related Persons who need it for the Contract and are bound by obligations no less protective than this clause. The Buyer is responsible for their compliance.
16.3 The Buyer shall not, without Symphony's prior written consent:

- disclose Confidential Information to any other person;
- analyse, reverse engineer, deconstruct, reproduce, develop, simulate or seek to discover the composition or manufacture of an Additive, except to the extent such restriction is prohibited by mandatory law;
- use Confidential Information or Goods to compete with, circumvent or disintermediate Symphony; or
- supply Additive, as distinct from authorised Finished Products, to a third party.

16.4 Clause 16 does not apply to information the Buyer proves was lawfully known without restriction, becomes public other than through breach, is received lawfully from an unrestricted third party, or is independently developed without use of Confidential Information.
16.5 A legally required disclosure is permitted only after prompt notice to Symphony where lawful, and after reasonable assistance to limit disclosure.
16.6 These obligations continue for 10 years after the relevant disclosure, except that trade secrets remain protected for so long as they remain trade secrets under Applicable Law.

17 INTELLECTUAL PROPERTY AND TRADE MARK LICENCE

17.1 All Intellectual Property Rights in the Goods, formulations, Technical Data Sheets, Manufacturing Instructions, tests, reports, Confidential Information and Trade Marks remain vested in Symphony or its licensors. No rights transfer except the limited licence expressly granted below.
17.2 Subject to full payment and compliance with these Conditions, Symphony grants the Buyer a revocable, non-exclusive, non-transferable licence to use the relevant Trade Marks solely on or in relation to approved Finished Products properly manufactured in accordance with the TEF, Technical Data Sheet and Manufacturing Instructions.
17.3 While using a Trade Mark, The Buyer shall comply with Symphony's brand guidelines and submit samples or artwork for approval before the first launch, or after a material change, and at least once every 12 months if requested.
17.4 The Buyer shall not use a Trade Mark in a misleading or unlawful manner, or prejudice its validity or goodwill, or register or apply for a confusingly similar mark, name or domain, or represent that it owns any of Symphony's Intellectual Property Rights.
17.5 Any goodwill arising from use of a Trade Mark accrues exclusively to Symphony. Any confusingly similar right obtained by the Buyer shall be held on trust and assigned to Symphony without charge on request.
17.6 The Buyer shall promptly notify Symphony of suspected infringement, misuse or challenge and shall not commence proceedings or make admissions without Symphony's consent.
17.7 The licence ends automatically on expiry or termination of the Contract or on written notice following breach. The Buyer shall then cease use except on authorised Finished Products already lawfully placed on the market, unless Symphony reasonably requires recall or relabeling to protect the public or the Trade Marks.

18 LIMITATION OF LIABILITY

18.1 Nothing in the Contract limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the implied term as to title, or any liability that cannot lawfully be limited or excluded.
18.2 Subject to clause 18.1, Symphony's aggregate liability arising out of or in connection with a Contract, whether in contract, tort including negligence, misrepresentation, restitution, breach of statutory duty or otherwise, shall not exceed 150 per cent of the Price payable under that Contract.
18.3 Subject to clause 18.1, Symphony is not liable for:

- loss of profit, revenue, anticipated savings, production, use, business, contracts, opportunity, goodwill or reputation;
- loss, corruption or restoration of data;
- recall, withdrawal, rework, sorting, destruction, disposal, relabeling, customer compensation or regulatory response costs, unless Symphony agreed the action in Writing before it was taken;
- fines, penalties or third-party claims arising from the Buyer's regulatory, marketing, labelling or supply decisions; or
- any indirect, special or consequential loss.

18.4 Symphony has no liability to the extent loss results from inaccurate or incomplete TEF information, deviation from instructions or Specification, unapproved change, failure to trial or validate, improper storage or handling, use after expiry, continued use after a suspected defect, or any other act or omission of the Buyer or a third party.

18.5 No Party is liable for loss that the other Party could reasonably have avoided or reduced by prompt action. The Buyer shall take reasonable steps to contain affected Goods and Finished Products and preserve evidence.

18.6 Each limitation in this clause is separate and applies even if a remedy fails of its essential purpose. The Buyer acknowledges that the Price reflects this allocation of risk and that greater protection may be available only by express agreement and an adjusted price.

18.7 No claim may be made more than two years after the date of delivery.

19 SUSPENSION AND TERMINATION

19.1 Symphony may suspend performance or terminate a Contract immediately by written notice if the Buyer:

- fails to pay any amount when due;
- commits a material breach and, if remediable, fails to remedy it within 10 Business Days after notice;
- repeatedly breaches a Contract;
- becomes insolvent, is unable to pay debts, enters administration, liquidation, restructuring or an arrangement with creditors, has a receiver appointed, ceases or threatens to cease business, or suffers an analogous event;
- is subject to enforcement against material assets; or
- causes Symphony reasonably to believe that performance may breach Applicable Law or expose Symphony or an Affiliate to sanctions, enforcement or serious reputational harm.

19.2 On termination, all amounts owed become immediately due, and clauses intended to survive, including confidentiality, intellectual property, liability, payment, governing law and jurisdiction, remain effective.

19.3 Termination does not affect accrued rights or remedies.

20 FORCE MAJEURE

20.1 Symphony is not liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, extreme weather, fire, explosion, epidemic, pandemic, war, terrorism, civil disorder, governmental action, sanctions, export or import restriction, cyberattack, interruption of utilities or communications, labour dispute, transport disruption, shortage of containers, energy, labour or raw materials, or supplier failure caused by such an event.

20.2 Symphony may suspend or extend performance for the duration of the event, allocate available supplies among customers on a reasonable basis, use alternative materials or routes that do not materially impair conformity, or terminate the affected Contract if the event continues for more than 90 days.

20.3 The Buyer shall pay for Goods completed or committed before termination and reasonable unavoidable cancellation or storage costs.

21 SANCTIONS, EXPORT CONTROLS, ANTI-BRIBERY AND COMPLIANCE

21.1 The Buyer shall comply with Applicable Law relating to sanctions, export controls, customs, anti-bribery, anti-corruption, money laundering, modern slavery and competition.

21.2 The Buyer warrants that neither it nor, so far as it is aware after reasonable enquiry, its owners, controllers or intended recipients is a sanctioned person, and that Goods will not be supplied, diverted or used in a prohibited territory, transaction or end use.

21.3 The Buyer shall provide end-user, destination, ownership and compliance information reasonably requested by Symphony and shall not conceal or misstate the destination, recipient or use of Goods.

21.4 Symphony may refuse, suspend or cancel a transaction without liability where it reasonably considers that performance may breach Applicable Law or expose Symphony or an Affiliate to enforcement.

21.5 The Buyer shall not knowingly re-export Goods to a prohibited destination

21.5 The Buyer shall indemnify Symphony against losses, liabilities, penalties, costs and reasonable legal expenses caused by the Buyer's breach of this clause, except to the extent caused by Symphony's breach or negligence.

22 PRODUCT SAFETY, INCIDENTS AND RECALLS

22.1 The Buyer shall maintain effective traceability for Goods and Finished Products, including batch, customer and destination records, for at least the longer of the applicable limitation period and any period required by Applicable Law.

22.2 The Buyer shall notify Symphony immediately of any actual or suspected safety issue, regulatory enquiry, adverse incident, material complaint, threatened claim or proposed recall involving the Goods.

22.3 The Parties shall cooperate in good faith, preserve evidence and exchange relevant information. The Buyer shall not identify Symphony publicly, admit liability on its behalf or commence a recall attributed to the Goods without consulting Symphony, except where immediate action is legally required to protect health or safety.

22.4 Costs and responsibility shall be allocated according to proven causation and the Contract, subject to clause 18.

23 DATA PROTECTION

23.1 Each Party shall comply with applicable data protection law in relation to business contact information processed for the Contract.

23.2 Unless separately agreed, neither Party shall provide the other with special-category personal data or personal data relating to consumers. Each Party acts as an independent controller of ordinary business data it receives.

24 NOTICES

24.1 A notice under the Contract shall be in Writing and delivered by hand, prepaid tracked post or courier, or as a signed PDF attachment to email, to the address stated in the Order Acknowledgement or subsequently notified in accordance with this clause.

24.2 A notice is deemed received:

- if delivered by hand, when left at the proper address;
- if sent by prepaid tracked post or courier, at 9:00 am local time on the second Business Day after dispatch for domestic delivery or the fifth Business Day for international delivery; and
- if sent by email with a signed PDF attachment, when sent if before 4:00 pm UK time on a Business Day and no delivery-failure message is received, otherwise at 9:00 am UK time on the next Business Day.

24.3 Notices to Symphony shall be addressed to the Chief Executive at its registered office and copied to info@d2w.net, or any replacement address notified by Symphony.

24.4 This clause does not apply to service of court proceedings or other documents in legal proceedings.

25 GENERAL

25.1 Entire agreement. The Contract constitutes the entire agreement relating to its subject matter and supersedes any prior discussions, correspondence and understandings. Each Party acknowledges that it has not relied on a statement not set out in the Contract, but this does not exclude liability for fraud.

25.2 Variation. No variation, waiver, cancellation or amendment is effective unless in Writing and signed by an authorised director of Symphony and an authorised representative of the Buyer.

25.3 Assignment. The Buyer may not assign, transfer, charge, subcontract or deal with its rights or obligations without Symphony's prior written consent. Symphony may assign or subcontract to an Affiliate or in connection with a business transfer, while remaining responsible for contractual performance where required by law.

25.4 No partnership or agency. Nothing creates a partnership, joint venture, fiduciary relationship or agency. The Buyer has no authority to bind Symphony.

25.5 Third-party rights. Except for Symphony's Affiliates and Related Persons in respect of clauses expressed to be for their benefit, no person who is not a Party may enforce the Contract under the Contracts (Rights of Third Parties) Act 1999. The Parties may vary or terminate the Contract without third-party consent.

25.6 Severance. If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, or deleted if modification is impossible, without affecting the remainder.

25.7 Waiver. Delay or failure to exercise a right is not a waiver. An actual waiver applies only to the specific circumstances for which it is given.

25.8 Cumulative rights. Contractual rights and remedies are cumulative and do not exclude rights provided by law.

25.9 Counterparts and electronic signature. A Contract or variation may be signed in counterparts and by electronic signature, each constituting an original and together one instrument.
25.10 The version of these Terms & Conditions published on Symphony's website as at the date of the Contract shall apply unless a different version is expressly referred to in the Order Acknowledgement.

26 GOVERNING LAW AND JURISDICTION

26.1 The Contract and any non-contractual obligation arising out of or in connection with it are governed by the law of England.
26.2 The courts of England have exclusive jurisdiction, except that Symphony may seek interim, protective or injunctive relief, or enforce an English judgment, in any court of competent jurisdiction.