

GENERAL PURCHASE CONDITIONS MILEWAY REAL ESTATE UK LTD

Article 1. Definitions

1.1 The terms and expressions below are defined as follows in these general terms and conditions:

Agreement: all agreements between Mileway and the Supplier expressly entered into in writing by Mileway for the provision of Services and/or the delivery of Goods, as well as any assignment issued by Mileway to the Supplier, and all legal and other acts that are related to the above;

Conditions: the present general purchase conditions;

Goods: both tangible and intangible goods, including software, designs, prototypes and the related documentation and packaging delivered by the Supplier to Mileway pursuant to the Agreement;

Materials: materials, such as raw materials, auxiliary materials, tools, drawings, specifications, software and other items of property delivered to the Supplier by or on behalf of Mileway or for which Mileway paid in order to be used in the performance of the Agreement;

Mileway: the private company with limited liability Mileway Real Estate UK Ltd with its principal place of business at c/o Intertrust Group UK, 1 Bartholomew Lane, London, EC2N 2AX, United Kingdom, registered at the Companies House under registration number 11234254 as well as its successors in title under universal or singular title and all companies affiliated with it directly or indirectly now or in the future in the United Kingdom and abroad;

Parties: Mileway and/or the Supplier;

Price: the amount invoiced and charged by the Supplier to Mileway for the provision of the Services and/or Goods;

Services: the services to be provided and/or activities to be performed by the Supplier for Mileway within the context of an assignment, such including all advice to be provided, performances to be delivered and other data, reports, works, inventions, knowhow, software, improvements, designs, equipment, devices, practices, processes, methods, concepts, prototypes, products and other working products or interim versions thereof that are produced or acquired by the Supplier or its employees or representatives when providing the Services pursuant to the Agreement;

Specifications: the technical and functional specifications relating to the Goods and/or the Services;

Supplier: any natural person or legal person that provides Services and/or delivers Goods to Mileway or the party that has agreed to do so with Mileway;

Article 2. Applicability

- 2.1 These Conditions apply to all legal relationships between Mileway and the Supplier including but not limited to all applications, offers, Agreements and other legal acts relating to the provision of Services and/or the delivery of Goods. Once these Conditions apply to one such legal relationship, they will also apply to any subsequent similar legal relationship.
- 2.2 Deviations from, changes and/or additions to these Conditions or the Agreements only apply if and insofar as Mileway has accepted them expressly and in writing and only apply to the specific Agreement for which they were agreed. In case of inconsistencies between a written provision of the Agreement and a provision of these Conditions, the provision of the Agreement will prevail.
- 2.3 Mileway has the right at all times to change the text of these Conditions and to adopt them anew. In such cases, the new text of these Conditions will always apply.
- 2.4 Any general terms and conditions or sectoral conditions used by the Supplier do not apply and are expressly excluded by Mileway.

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2.5 If one or more provisions of these Conditions are void or are declared void, the remaining provisions of these Conditions will continue to apply in full. At such times, Mileway and the Supplier will consult in order to agree new provisions to replace the provisions that are void or that were declared void, in which connection the purpose and purport of the original provision is taken into account if and as much as possible.

Article 3. Offers and conclusion

- 3.1 Any offer made by the Supplier is irrevocable and not without obligation and may be accepted by Mileway in any event within thirty (30) days.
- 3.2 In the event that Mileway accepts an offer made by the Supplier, the Agreement will be concluded at the moment Mileway's acceptance is sent. Moreover, Mileway will only be bound by what it accepted in writing.
- 3.3 In the event that Mileway places an assignment without a preceding offer from the Supplier, the Agreement will only be concluded if Mileway receives a signed confirmation of the assignment from the Supplier within fourteen (14) days after dispatch of the assignment. No Agreement will have been concluded if any part of the confirmation of the assignment from the Supplier deviates in any respect from Mileway's assignment.
- 3.4 In case of an Agreement that qualifies as a framework agreement, an Agreement under the framework will be concluded each time at the moment Mileway's assignment is sent by Mileway within the context of the framework agreement.

Article 4. Prices

- 4.1 The agreed prices are stated in GBP and are exclusive of VAT, unless otherwise agreed in writing, but are inclusive of all costs related to the performance of the Agreement, including but not limited to expenses, transport costs, other taxes, import duties, other levies, insurance, packaging costs, removal costs and any installation and assembly costs and overheads not directly attributable to a project plus a percentage of profit and for risks.
- 4.2 The agreed prices and fees are fixed for the duration of the Agreement concerned, unless the Agreement indicates the specific and concrete circumstances that could result in a price adjustment as well as the exact manner in which the price will be adjusted in such cases or unless agreed otherwise.
- 4.3 The costs of offers, samples and trial shipments are for the Supplier's account.

Article 5. Invoicing and payment

- 5.1 In consideration of the Supplier's provision of the Services and/or Goods in accordance with the Agreement, Mileway shall pay the Price within 30 days on receipt of a properly submitted and payable invoice from the Supplier.
- 5.2 Unless otherwise expressly agreed by the Supplier and Mileway in writing, the obligation to pay the Price shall constitute Mileway's entire payment obligation for the performance of the Supplier's obligations under the Agreement and these Conditions.
- 5.3 All invoices the Supplier sends to Mileway must satisfy the requirements imposed in the Agreement or that may reasonably be requested by Mileway, including the purchase order number. Any invoice which does not comply with the requirements imposed in the Agreement shall be deemed to have been incorrectly submitted and shall not be payable.
- 5.4 The Supplier will only invoice the Services actually delivered and/or the Goods actually delivered, unless the Parties have agreed otherwise in writing. The matters set out above also apply in the event that the Parties have agreed payment terms.
- 5.5 Mileway pays uncontested invoices that have been submitted in accordance with the Agreement within thirty (30) days after they are received by Mileway, unless the Parties have agreed otherwise in writing.
- 5.6 Mileway has the right to suspend its payment and other obligations under any Agreement for as long as the Supplier has not complied with its obligations to Mileway. The suspension applies until such time as the Supplier has complied with its obligations to Mileway.

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- 5.7 The Supplier warrants that (i) all persons providing the Services ("employed persons") are (and will remain throughout the period the Services are provided) employed directly by the Supplier under a contract of employment under which their income is taxed in full under pay as you earn; (ii) all employed persons do not (and will not at any time during the period the Services are provided) provide their services to the Supplier through an intermediary to which the provisions of Chapters 8 and/or 10 of Part 2 of the Income Tax (Earning and Pensions) Act 2003 (and/or any other legislation or regulations dealing with the tax and national insurance contributions treatment of workers whose services are provided via intermediaries from time to time) apply (an "IR35 Intermediary"); and (iii) in connection with the performance of the Services, the Supplier shall not operate as an IR35 Intermediary and the Supplier is not (and will not become prior to the date that it ceases to perform the Services) a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003. The Supplier shall indemnify Mileway against a breach of any warranty in this clause 5.7 and/ or any claim by any person, and/or any finding from HMRC and/or any court or tribunal that the appropriate amount of salary, taxes, national insurance, social security contributions, or any other amounts required by law or by contract to be paid to or in respect of any employed person has not been paid. Mileway may deduct any claim under this clause 5.7 from, or set off any such claim against, any payments due to the Supplier under this Agreement.
- 5.8 Mileway has the right to set off amounts owed to the Supplier against any discounts that have been stipulated and any other claims it has against the Supplier or companies affiliated with the Supplier, irrespective of whether these claims are payable and/or can be determined legally in a simple manner. Reliance by the Supplier on legal and equitable set-off remedies is excluded.
- 5.9 Payment of an invoice does not constitute acceptance of the Good(s) and/or Service(s) concerned.

Article 6. Provision of the Services

- 6.1 The Supplier must ascertain for itself the (current) condition around and near the work before starting the activities pursuant to the Agreement and for this purpose conduct an on-site investigation into the factual situation, such as adjoining premises, constructions and suchlike, into possible restrictions under private or public law, into the possibilities and impossibilities under public law etcetera. The Supplier is deemed to conduct such an investigation into the (current) condition that its advice concerning the Services to be provided and/or Goods to be delivered is functionally feasible. In the event that parts of the advice are not feasible (functionally), the Supplier will be obliged to point this out expressly to Mileway in writing.
- 6.2 The Supplier is obliged to deploy qualified and sufficient employees for the performance of the Agreement.
- 6.3 The Supplier will ensure that in addition to the regular contact person one or more other persons within its organisation are also aware of the Services so that Mileway always has a point of contact who is aware of the work and who is able to serve Mileway adequately in case of illness, holiday or absence for another reason on the part of the contact person.
- 6.4 The Supplier must inform Mileway in good time of any problems in the coordination between different advisors and/or suppliers in connection with the provision of the Services and/or the delivery of the Goods and, if necessary, coordinate its activities accordingly, irrespective of whether the Supplier is made responsible for the management and coordination of the activities.
- 6.5 The Supplier must inform Mileway in good time and expressly of imminent delays resulting from incomplete delivery of the required information, data and/or decisions, as well as the incorrectness or incompleteness of the information, data and/or decisions delivered.
- 6.6 The Supplier commits to Mileway that it will inform it in good time of all other cases in the event of a stagnation in the planned activities or if a stagnation is anticipated.
- 6.7 Mileway always has the right to appoint several experts for the realisation of the project.
- 6.8 The Supplier does not act as a Mileway authorised representative unless the Parties agree otherwise in writing.

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Article 7. Delivery of Goods

- 7.1 Unless expressly agreed otherwise, Goods are delivered “DDP” (“Delivery Duty Paid”) as referred to in Incoterms 2020 or, at any rate, the most recent version of the Incoterms at the time the Agreement is concluded at the location indicated by Mileway (“Incoterms”).
- 7.2 The Supplier must comply strictly with any specific form of transport that may have been agreed.
- 7.3 The Supplier must deliver the Goods and/or provide the Services on the agreed date or dates of delivery or within the agreed term or terms of delivery, which apply as strict deadlines, as indicated in the Agreement, unless otherwise agreed in writing. If the Goods are not delivered and/or the Services are not provided within the agreed term or on the agreed date/dates at the agreed place, the Supplier will be in default without requiring notice of default.
- 7.4 The Supplier is obliged to inform Mileway in time and adequately of the exact time of delivery. Delivery at a moment earlier than the agreed delivery date, dates or terms or delivery in parts (what is known as partial deliveries) only takes place following prior, written approval from Mileway and does not result in a change to the agreed payment term. In the event that the Supplier delivers early or in partial deliveries without Mileway’s consent, Mileway will have the right to refuse these (partial) deliveries and return or store them for the account and risk of the Supplier.
- 7.5 Mileway is authorised to postpone the delivery of the Goods and/or the provision of the Services. In such cases, the Supplier will store, preserve, secure and ensure that the Goods are packaged soundly, separately and in a recognisable manner. If this is the case, the Supplier will be obliged to store the Goods, without additional costs, for Mileway, until the moment of the postponed delivery, unless such would involve disproportionate expenditure for the Supplier, in which case the Parties will consult in order to realise an arrangement that is reasonable and acceptable to both Parties. Postponement of delivery results in extension of the agreed payment term.
- 7.6 Without prejudice to the provisions below in Article 10 with respect to the ownership of the Materials, ownership and the risk of the Goods passes to Mileway after they have been delivered on the basis of the applicable Incoterms, irrespective of whether Mileway has fully paid to the Supplier all amounts it owes to the Supplier pursuant to the Agreement.

Article 8. Legal obligations

- 8.1 The Supplier is deemed to have knowledge of and during the performance of the Agreement comply with all legislation and regulations, provisions, regulations, bylaws, instructions and suchlike, which pertain to the activities within the context of the Agreement, as determined or prescribed by the central government, the province, municipal and/or other authorities or institutions under public law.
- 8.2 The Supplier arranges for the submission and for obtaining applications with respect to the definitive approvals (with the exception of the environmental permit), exemptions, entrances and connections, such as those for district heating, district cooling, gas, water, electricity and sewerage systems, telephone, television, radio and other data cables, required for the provision of the Services and/or the delivery of the Goods. The related costs are for the account of the Supplier. The registration of the definitive connections takes place at the latest on the date of delivery in the name of the owner or tenant. The costs of the consumption of energy and water, including those of district heating and district cooling, discharge to the sewerage systems, are for the Supplier’s account until the delivery.
- 8.3 The Supplier indemnifies Mileway against all (harmful) consequences of the failure to comply with the aforementioned provisions or the failure to do so in time or fully. It is impossible to invoke unfamiliarity with the regulations and requirements of the authorities in question.

Article 9. Packaging

- 9.1 The Supplier will package and/or secure the Goods in such a manner that they reach the destination in the case of normal transport in good condition and can be unloaded there safely. Any packaging requirements communicated in time by Mileway will be complied with strictly by the Supplier.

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9.2 The Goods to be delivered may not be packed in packaging that is or becomes detrimental to the environment, is presumed to be so or could otherwise constitute a threat to safety, wellbeing or health when considered according to the state-of-the-art at the time of delivery

Article 10. Materials

- 10.1 Unless expressly agreed otherwise in writing, the Supplier agrees that it will deliver for its own account all machines, instruments and raw materials required for compliance with its obligations under the Agreement.
- 10.2 In the event that Mileway makes Materials available to the Supplier for the purpose of compliance with the Supplier's obligations, such Materials remain the property of Mileway and these Materials must not be provided to third parties without Mileway's prior approval. In addition, the Materials may only be used for carrying out Mileway's orders. All Materials must be (i) marked as being the property of Mileway, (ii) kept for the Supplier's risk, (iii) kept in good condition, (iv) stored in a separate space, (v) replaced for the Supplier's own account if necessary, (vi) subject to a regular stock check by the Supplier, and (vii) returned immediately at Mileway's first request. The Supplier will grant Mileway or its representative access to the Materials at all times.
- 10.3 As regards Materials provided by third parties, only the guarantees provided by these third parties will apply. Mileway is not liable for the soundness of the Materials. If Mileway is nevertheless held liable, its liability will be limited in any event to at most the amount paid out by Mileway's insurance company. Mileway is not liable for indirect damage, including consequential loss, lost profits, lost savings and loss of data and damage due to business interruption.
- 10.4 Contrary to the provisions of Article 7.6, a new item of property owned by Mileway will exist at the moment Mileway's Materials have been processed in the Supplier's goods.

Article 11. Guarantees

- 11.1 The Supplier declares and guarantees to Mileway that all Goods and/or Services insofar as applicable:
- a. are suitable for the proposed use and are new and of sound quality and free from errors in design, materials, construction and workmanship;
 - b. comply strictly with the Specifications and all other requirements pursuant to the Agreement;
 - c. are free of rights of security and encumbrances;
 - d. have been designed, produced and delivered in compliance with all applicable legislation and regulations, including employment law and product safety and, insofar as applicable, the HSE rules); and
 - e. have been delivered with and are accompanied by all information and instructions necessary for correct and safe use.
- 11.2 These guarantees are not exhaustive and are not deemed to exclude the guarantees granted by law, the Supplier's standard guarantees or other rights or guarantees on the part of Mileway. These guarantees continue to exist after the delivery, inspection, acceptance or payment of the Goods and/or Services.
- 11.3 Without prejudice to the other rights that arise from the Agreement or the law, the guarantees referred to in Article 11.1 apply for a period of thirty-six (36) months after the date of completion of the delivery in accordance with Article 6 or for a different period agreed in the Agreement. Goods repaired and/or Services restored during the guarantee period are guaranteed for the remainder of the guarantee period of those Goods and/or Services.

Article 12. Inspection and approval

- 12.1 Mileway has the right at all times to inspect the Supplier's activities or have them inspected, and to inspect or have inspected the Goods and items of property, such as but not limited to all materials and equipment to be used by the Supplier in the performance of the Agreement, both during the production, processing and storage and after delivery.
- 12.2 At Mileway's first request, the Supplier will grant Mileway or its representative access to the production, processing or storage site. The Supplier will cooperate in the inspection and/or test free of charge. In the event that an inspection and/or test cannot take place at the proposed time as a result of the Supplier's actions or if an inspection and/or test has to be repeated, the costs that arise therefrom for Mileway will be for the Supplier's account.

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- 12.3 In the event that Mileway does not accept the Goods and/or Services, Mileway will be obliged to notify the Supplier thereof and Article 13 will apply. The Supplier will be obliged to collect the Goods for its own account within two (2) weeks after such a notification. If the Supplier does not collect the Goods within that period of two (2) weeks, Mileway will have the right to have the Goods delivered to the Supplier for the Supplier's account or destroy the Goods with the Supplier's prior approval, without prejudice to the other possible rights Mileway may have pursuant to the Agreement or the law. Unaccepted Goods and/or Services that have already been paid for by Mileway must be reimbursed by the Supplier to Mileway and Mileway does not have a payment obligation concerning Goods and/or Services that were not accepted by Mileway.
- 12.4 (Re)inspection, checks, testing and/or trials conducted by or on the instructions of Mileway or the absence thereof or payment for the Goods and/or Services by Mileway do not constitute acceptance of the Goods and/or Services. Inspection or acceptance or payment of the Goods and/or Services by Mileway do not release the Supplier from its obligations, declarations or liabilities and/or guarantees on the basis of the Agreement.

Article 13. Non-conformity

- 13.1 In the event that Goods and/or Services are defective, fail to comply with the Specifications or are otherwise not in accordance with the requirements of the Agreement, Mileway will be obliged to notify the Supplier thereof and Mileway will have the right, without prejudice to any other rights or remedies available to it pursuant to the Agreement or the law, entirely as it sees fit:
- demand compliance by the Supplier;
 - demand delivery of replacement Goods and/or Services;
 - demand that the Supplier remedies the non-conformity by means of repair;
 - dissolve the Agreement; or
 - reduce the price in the same proportion as the value of the Goods actually delivery and/or Services actually provided, even if this were to result in a full refund of the price paid to the Supplier.
- 13.2 The Supplier bears all costs of repair, replacement and transport of the Goods and/or Services that do not conform and will indemnify Mileway against all costs and expenses, including but not limited to the costs of inspection, handling and storage, which are reasonably incurred by Mileway in this connection.

Article 14. Intellectual property rights

- 14.1 The Supplier guarantees that the Goods and/or Services do not infringe intellectual property rights and indemnifies Mileway against all claims from third parties in connection with an infringement of intellectual property rights of that third party.
- 14.2 Unless the Parties have agreed otherwise in writing, all intellectual property rights that arise or are otherwise created in the performance of the Agreement are vested exclusively in Mileway. Mileway is the full and exclusive holder of these rights. Intellectual property rights include but are not limited to all worldwide copyrights, neighbouring rights, personality rights, trademarks, design rights, database rights and (claims for) patent rights encumbering the ideas, designs, communication expressions, drawings, images, sketches, investigations, analyses, data, results, conclusions and all other objects and goods that qualify for intellectual property.
- 14.3 Insofar as necessary, the Supplier hereby transfers in advance all intellectual property rights referred to in Article 14.2 to Mileway in full. Insofar as necessary, the Supplier also commits that it will cooperate at Mileway's first request in any future act to effect the aforementioned transfer. In the event that the Supplier does not hold those rights, it will make every effort to have those rights transferred to Mileway.
- 14.4 The Supplier arranges for adequate provisions in the agreements with the employees, subcontractors and other parties engaged by the Supplier, including exclusion of any moral or other rights to any and all intellectual property rights outlined in Article 14.2 above by waiver under Article 87(2) of the Copyright, Designs and Patents Act 1988, so that Mileway is able to comply with the provisions of this Article 14.

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Article 15. Changes and additional work

- 15.1 Activities or items not expressly described in the Agreement, but which are clearly part of the Services to be provided and/or the Goods to be delivered, are deemed to come under the Agreement and are not charged separately.
- 15.2 The Supplier will not implement any change or addition that has an impact on the Goods and/or Services, including process or design changes and changes that have an impact on the Specifications, performance, environmental-friendliness, service life, reliability or quality of the Goods and/or Services, without the written approval or at the written request of Mileway.
- 15.3 The Supplier is obliged at all times to implement or deliver the changes or additions to the agreed Goods and/or Services that are requested by Mileway and that are technically possible.
- 15.4 In the case that the Services to be provided are demonstrably made more onerous or expanded as a result of additional wishes or changed insights at Mileway or as a result of changes to statutory regulations that are relevant to the Goods and/or Services to be delivered, such will constitute additional work that qualifies for payment. Additional work does not include additional work or changed insights the Supplier should have foreseen when it concluded the Agreement. If the Supplier considers that additional work applies, it will notify Mileway thereof in writing as soon as possible.
- 15.5 The Supplier does not commence the additional work before it has been instructed to do so in writing by Mileway. In order to obtain an assignment for the performance of additional work, the Supplier will issue a written offer concerning the scope of the expected additional work and the time and costs involved therein. The provisions of the Agreement apply with respect to the additional work to be performed by the Supplier, including the rates and any discounts, insofar as these are not altered by the further written assignment. The Supplier cannot impose further or increased financial conditions when issuing an offer other than those to which Mileway agrees. An assignment for additional work is performed subject to the provisions of the Agreement.
- 15.6 Mileway has the right to dissolve or terminate all or part of the Agreement if performance of the changes or additions requested by it proves impossible on the basis of conditions that are acceptable to it.

Article 16. Liability

- 16.1 The Supplier is liable for all damage that could arise in connection with compliance with the obligations that arise from the Agreement.
- 16.2 The Supplier indemnifies Mileway against all claims from third parties on any basis whatsoever related to compliance with obligations that arise from the Agreement, unless and insofar as the Supplier proves that a third-party claim is not in any way related to any circumstance that is within the Supplier's control.
- 16.3 The Supplier will take out adequate insurance to cover the risks under the Agreement, including but not limited to the provisions of Article 14.1. The Supplier is obliged to allow inspection of the policy to that effect at Mileway's first request.

Article 17. Confidentiality

- 17.1 The Supplier will ensure that all information it receives from Mileway and which it knows or should know to be confidential in nature ("Confidential Information"), is kept secret. The Supplier shall not use such Confidential Information for any purpose other than for the purpose of this Agreement. The Supplier shall protect Mileway's Confidential Information against disclosure to third parties with at least the same degree of care with which Supplier protects its own information of confidential nature but with no less than a reasonable degree of care.

Article 18. Privacy and protection of personal data

- 18.1 For the purposes of this Article, the following definitions shall apply:
- (i) "UK Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including, without limitation:
- a. the Data Protection Act 2018 (and any Regulations made under that Act);

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- b. UK GDPR, as that term is defined in the Data Protection Act 2018; and
- c. the Privacy and Electronic Communications Regulations 2003,

in each case as amended, re-enacted or replaced from time to time, and together with all guidance and codes of practice issued by the Information Commissioner or any other relevant regulatory authority.

(ii) "UK GDPR" means the GDPR as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

18.2 In the event the Supplier processes personal data on behalf of Mileway, the Parties shall enter into a separate data processing agreement pursuant to the UK Data Protection Laws.

18.3 The Supplier guarantees that it will always comply with the UK Data Protection Laws, for personal data it receives from Mileway or independently collects about Mileway's associates.

18.4 In the event that the Agreement is terminated, the Supplier will assess whether it still has a legal basis to process personal data associated with this agreement and undertake to delete personal data accordingly, unless it can rely on an appropriate legal basis.

Article 19. Termination

19.1 Mileway has the right at all times to terminate the Agreement with immediate effect by means of a written notification addressed to the Supplier, without any liability towards the Supplier.

19.2 Obligations that by their nature are intended to continue to exist after termination or dissolution of the Agreement will continue to exist at such times.

Article 20. Non-competition and non-recruitment

20.1 The Supplier is not permitted:

- a. to employ Mileway employees or have them otherwise perform activities for a period of one (1) year after conclusion of the Agreement; and
- b. to directly approach Mileway's contracting parties and/or induce them to terminate and/or discontinue their agreement with Mileway for a period of one (1) year after the conclusion of the Agreement;

all of the above save with the prior, written approval of Mileway.

Article 21. Transfer and engaging third parties

21.1 The Supplier does not have the right to transfer its rights and obligations arising from an Agreement to third parties without Mileway's prior written approval. Except as expressly agreed by Mileway, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to rely upon or enforce any term of the Agreement.

21.2 The Supplier is not allowed to engage third parties, including but not limited to subcontractors, in the performance of the Agreement without Mileway's prior, written approval. The Supplier commits that it will impose the present Conditions on the third parties engaged by it. Irrespective of Mileway's written approval to engage third parties, the Supplier remains fully responsible and liable for correct performance of the Agreement.

Article 22. Applicable law; competent court

22.1 All Agreements concluded with Mileway, of which all or part of these Conditions form part, are governed by English law.

22.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 ("CISG") is expressly excluded by the Parties.

22.3 Disputes will be submitted exclusively to the courts of England.

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