

STANDARD CONDITIONS OF SALE

(1st January 2010 until further notice)

ALL ORDERS ARE ACCEPTED SUBJECT TO OUR STANDARD CONDITIONS ("CONDITIONS") OF SALE, A COPY OF WHICH IS REPRODUCED BELOW

1. INTERPRETATION: "UK" means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. "Overseas" means countries outside the UK. "Business Day" means any day other than a Saturday, a Sunday or UK bank public holiday. "Commercial Conditions" means the commercial terms set out in our Order acknowledgement or such other document as we have expressly agreed contains commercial conditions. "Contract" means any contract of sale and purchase of Goods comprising the Contract under the Commercial Conditions. "Contract Price" means the price for the Goods as set out in the Contract. "Date of Despatch" means the date on which the Goods are despatched by us or collected by you from our premises. "Goods" means such goods as are supplied by us under the Contract which may or may not contain Metal. "Group" means the company, its subsidiaries and any subsidiary companies and any subsidiary of its holding company (subsidiary and holding company being as defined in section 1159 of the UK Companies Act 2006). "Intellectual Property Rights" means any patents, trade marks, service marks, registered designs, applications of any of the foregoing, trade and business names, unregistered trade names or marks and service marks, copyrights, rights in designs, inventions, patents, licences and consents in relation to any such rights. "Lost Metal Claim" means any claim arising from the fact that the Metal content of any Goods has been lost, damaged, destroyed or depleted whilst at our risk including, without limitation, where such loss, damage, destruction or depletion arises as a result of negligence by us or the other party to the Contract. "Metal" means any metal contained in any Goods supplied by us pursuant to the Contract or as we may hold on account for your Group from time to time. "Order" means an order for Goods placed by you and accepted by us from time to time. "Overseas" means territories other than the UK; "PGM" means Platinum Group Metal. "Specifications" means the specifications for the Goods set out in the Commercial Conditions, or such other specifications as have been agreed by the parties of the Contract in writing and as the same may be amended or modified by agreement between the parties of the Contract from time to time. "We", "us" and "our" mean or refer to Johnson Matthey Public Limited Company. "You" and "Your" mean or refer to the customer who buys the Goods from us.

2. ACCEPTANCE AND VARIATION. These Conditions shall apply to all our Contracts except to the extent expressly varied in writing and signed by us.

3. AVAILABILITY OF MATERIALS AND INFORMATION. Orders and/or material of Contracts by us are subject to sufficient: (a) materials, components and services (including supplies from sub-contractors); and (b) Specifications, information and other materials; being available or being made available to us as we will enable us to accept an Order and/or proceed with and complete the Contract and to continue manufacturing or otherwise performing the Contract.

4. PRICES. We shall be entitled to take into account and revise upward the Contract Price according to fluctuations or increases in our costs (including, but not limited to, costs of materials, components, labour and services, including services provided to us (such as gas, electricity, water, etc) services provided by us (such as Metal handling and finishing) and any currency fluctuations up to the Date of Despatch.

Unless otherwise set out in the Commercial Conditions Gold contained in Goods will be charged at prices based on the next available London Bullion Market morning fixing price following acceptance of the Order and Silver contained in Goods will be charged at prices based on the next available London Bullion Market morning fixing price following acceptance of the Order, or on subsequent date at our discretion, or agreed with you in writing. PGM and/or metals other than Gold or Silver contained in Goods will be charged either (at our sole discretion unless otherwise agreed with you in writing) at the next setting of the London JM Base Price ruling (or if not available at the time of the Contract, the next possible, on the next available Business Day thereafter; or (ii) on the Date of Despatch of the Goods or, where this is not possible, on the next available Business Day thereafter.

Freight and insurance will be charged to you at the rates ruling on the Date of Despatch of the Goods unless the Commercial Conditions specify otherwise.

5. FORWARD CONTRACTS. 5.1 If you instruct us to enter into a forward sale or purchasing contract on your behalf and before the dates fixed for the performance of the contract the current market value of the Metal, currency or sterling bought or sold on your behalf is, in the case of a purchase, less than the contract price or, in the case of a sale, is greater than the contract price, you shall be obliged to pay or receive, demand, pay to us such sum of currency or sterling or deliver to us such quantity of Metal or other security by way of margin or further margin as does not exceed in value the amount by which the current market value is less than or greater than the contract price as the case may be.

5.2 If you instruct us to enter into a forward purchasing contract on your behalf and, before the date fixed for performance of the contract, the current market value of the currency, Metal or other security provided by you by way of margin or further margin shall fall, we shall be entitled to call upon you to pay to us, within three days of our demand, sum of sterling or currency or to deliver to us such quantity of Metal or other such security as is equal to the fall in value.

5.3 In carrying out your instructions to enter into a forward sale or purchasing contract on your behalf: 5.3.1 we shall not incur any liability to you or any third party for damages, losses or expenses; and

5.3.2 you undertake to hold us harmless and indemnify us against all costs, expenses, losses and damages whatsoever nature incurred in connection with any transaction arising from or pursuant to your instructions.

6. TAXES AND CUSTOMS DUTIES.

6.1 The Contract Price for the Goods shall be exclusive of any value-added, sales, excise, customs or other tax or any payable on the sale of the Goods, which shall be paid by you in addition to the Contract Price. If you are based Overseas, any customs duties or other charges, fines or assessments whatsoever levied on you in respect of the Goods on importation shall be borne by you.

6.2 If you are required by law to make a deduction, withholding or payment (together "deduction") on account of tax or otherwise from any amount payable by you under the Contract, then the amount so payable is to be increased to the extent necessary to ensure that, after the making of such deduction, we shall receive and retain free from any liability in respect of that deduction) a net amount equal to the amount which we would have received and so retained had no such deduction been made.

7. QUANTITIES. Although we will use best endeavours to supply the exact quantity of Goods ordered, you shall accept the supply of Goods under an Order (whether more or less) within ten per cent of the stipulated quantity in your Order. In such circumstances, the invoice value of the Goods for the Order shall be adjusted accordingly. Contract Prices quoted are for the quantities and despatch Conditions stipulated in the relevant quotation only and may not apply to other quantities or to different conditions of despatch.

8. DESPATCH DATES. 8.1 Although we will use reasonable efforts to meet our forecasted Date of Despatch, such forecast is an estimate only.

8.2 Time for despatch or delivery of Goods by us shall not be of the essence and, accordingly, we shall have no liability to you if there is any delay in despatch or delivery of the Goods. If the Goods are not despatched or delivered on the Date of Despatch, you shall not be entitled to reject the Goods or make any abatement to the Contract Price.

8.3 Despatch of Overseas Orders is conditional upon you obtaining all necessary governmental or other consents governing the importation of Goods into the country of destination prior to despatch.

9. WITHHOLDING OF DELIVERY. Without prejudice to any of our other remedies, we are entitled to withhold delivery of any Goods (a) if any amount is overdue from you in respect of any invoice issued by us or by any other company in our Group; or (b) if, following invoicing of the Goods, your credit limit (if any) is exceeded or if with any delay in despatch or delivery of the Goods, the aggregate invoice value of all invoices issued to you by us or by any other company in our Group (as the case may be) and which are then outstanding, including unpaid accounts, shall be taken into account.

10. PASSING OF RISK. Risk in the Goods shall pass to you on delivery unless an earlier transfer of risk is set out in the Commercial Conditions or unless the Goods are collected from us in which case risk shall pass at the point of collection on the Date of Despatch. Trade terms (such as Incoterms FCA and DDU) shall be interpreted according to Incoterms 2000 published by the International Chamber of Commerce.

11. TITLE. Notwithstanding despatch or delivery of the Goods and/or the passing of risk, the following shall apply until we have received payment in full for all amounts due and owing in respect of all Goods delivered to you or collected from us by you:

11.1 Payment in the Goods shall remain with us as legal and equitable owner. You shall be entitled to possession of the Goods only, shall hold the Goods as a bailee on our behalf and store the Goods separately from all other goods and in such a way as to be identifiable as our property.

11.2 You shall keep the Goods insured against all risks to your reasonable satisfaction in their full replacement value. On request, you shall produce satisfactory evidence of appropriate insurance.

11.3 Notwithstanding the provisions of clause 11.1.1, you shall have a licence to sell (by way of bona fide sale at arm's length) the Goods which licence may be immediately terminated by us at any time by written notice to you provided that (without prejudice to any other remedies available to us) such licence shall automatically terminate if you (being an individual) become bankrupt or (being a company) adopt a resolution for your winding up or if any petition is presented for the appointment of an administrator or a receiver or an administrative receiver is appointed in respect of any of your undertaking or assets or if you are unable to pay your debts as they fall due.

11.4 The proceeds of any sale and the benefit of any contract of sale shall be held in trust for you absolutely and you shall immediately pay all proceeds of sale into a bank account in your name separate from all other monies and shall notify us and the bank of our interest in that account. The proceeds of sale paid into this account shall be held in trust for you until immediately paid to us even if any credit period has not expired.

11.5 At any time before the title of any of the Goods is passed to you, we may repossess such Goods. For this purpose, you grant us an irrevocable licence to enter your premises and to use reasonable measures to gain access to your premises and recover possession of the Goods.

11.6 We or our nominee shall at any time have full access to all your books of account, documents and papers relating to your dealings with us; your dealings with the Goods and/or your dealings with the proceeds of sale of the Goods.

11.7 You shall not pledge or in any way charge or otherwise encumber by way of security for any other indebtedness of yours or the Goods.

11.8 Nothing in this Condition 11 gives you the right to return the Goods (or any part of them) or to refuse or delay payment for them (or any part of them).

11.9 Nothing in this Condition 11 shall be construed as creating a lien or charge or any other form of security over your property or that of any third party.

11.10 You are entitled to recover payment for the Goods notwithstanding that any ownership of any of the Goods has not passed from us.

11.5 Where we are unable to determine whether any Goods are the goods in respect of which your right to possession has terminated, you shall be deemed to have sold all goods of the kind sold by us to you in the order in which they were invoiced to you.

11.6 We shall not be obliged to make any payment to you until any and all sums due from you to us have been settled.

11.7 The provisions of this Condition 11 shall survive termination of the Contract.

12. INSURANCE FOR OVERSEAS CONSIGNMENTS. If the Commercial Conditions specify, we may, on your behalf, arrange insurance to destination on consignments of Goods Overseas at your expense. The premium will cover the invoice value of the consignments of Goods. Details of the insurance cover are available upon request. The arrangement of any additional insurance required by you shall be your responsibility.

13. DAMAGE IN TRANSIT AND NON-DELIVERY. (Applicable in the UK only). 13.1 Where risk in the Goods has not passed to you, we will, at our sole discretion, either repair, replace, recover, refund or issue a credit note in respect of the Goods in the event of:

13.1.1 damage in transit provided we are given written notice of such damage promptly after delivery; are given the opportunity to inspect the Goods; and you make no further use of the Goods and do not attempt to alter or repair the Goods; and

13.1.2 non-delivery provided that where we have notified you of despatch of the Goods we are given written notice of non-delivery promptly upon the Goods not being delivered.

13.2 For the avoidance of doubt, you agree that you shall have no right to terminate the Contract in the event of the occurrence of any of the circumstances set forth in Conditions 13.1.1 or 13.1.2.

14. PAYMENT 14.1 For customers in the UK, payment in full is due no later than the last business day of the month following the month of the invoice date.

14.2 For customers Overseas, payment in full is due no later than the last business day of the month following the month of the invoice date in the currency stated on the invoice.

14.3 Payment by you in sterling by bank credit transfer should be made to our account at Lloyds TSB Bank PLC, P.O.Box 17328, 11-15 Monument Street, London EC3N 9YJ, Bank Sort Code 30-00-02, Account Number 00131100, Iban Number GB97 10YD 3000 0300 1311 00. Title: CREDITABLE. Account Name: Johnson Matthey Plc - PMD Noble Metal. Payment by cheque must be received at least 4 business days prior to the last business day of the payment month.

14.4 In circumstances where, exceptionally, we agree that payment may be made in a currency other than sterling, payment must be made in accordance with the instructions on the invoice or as otherwise set out in writing by us to you.

14.5 If we agreed that payment may be made by irrevocable confirmed letter of credit, confirmation is required by a London clearing bank or any bank with our prior written approval.

14.6 Payment by you must be made without deduction, set-off or counter-claim.

14.7 Time for payment by you is of the essence.

14.8 Where we have procured a bank guarantee for your benefit in respect of the Goods, you agree that within five Business Days of performance of our obligations in accordance with the terms of the bank guarantee you will provide written notice to the relevant bank (with a copy to us) that the bank guarantee shall be released. We reserve the right to notify you of any change in the bank by us arising out of or in connection with your failure to provide such notice.

15. FAILURE TO PAY. 15.1 If you fail to make payment when due, the amount unpaid may, in our sole discretion, incur interest at the rate of 4 per cent per annum above Lloyds Bank TSB Bank plc's base rate from time to time from the invoice date to the date of actual payment (both before and after judgment).

15.2 Without prejudice to any other remedies we may have, if you fail to make due payment of any sum due under the Contract, we shall be entitled to treat the Contract as repudiated by you.

15.3 Without prejudice to any other remedies we may have, we shall have a general lien on all of your goods or property in our possession (whether worked on or not) for the time being for all sums due from time to time under the Contract and we will be entitled, on the expiration of 21 days' notice in writing to you, to dispose of such goods or property as we may think fit to satisfy proceeds received towards all sums due from time to time from the invoice date.

17. METAL ACCOUNTS. Your Metal account(s) must not become overdrawn unless agreed in advance with us. Metal must be on account an appropriate and agreed time ahead of despatch of goods. Any Metal purchased to ensure sufficient Metal is held on account to meet agreed despatch times will be invoiced to you in full from time to time from the invoice date. If an overdraft facility under your Metal account(s) is agreed and authorised with us, interest may be charged at an agreed rate on the sterling value of the overdraft Metal calculated on a daily basis for the period during which any account is overdrawn. You are responsible for regularly reconciling your Metal account(s) and settling any debit to us.

18. PACKING. For Orders for delivery in the UK, containers charged for will be credited in full if returned carriage paid in good condition within 21 days after the invoice date and the return is duly advised. A charge to cover packing will normally be made for orders for consignment Overseas and shall be borne by you. Containers for export to you shall be responsible for its safe and proper disposal.

19. WARRANTY AND LIABILITY. 19.1 We warrant that all Goods will comply with the Specifications at the time of delivery (the "Warranty"). 19.2 We accept no liability for misuse of the Goods or for the suitability or fitness of the Goods for any particular use or for your failure to carry out statutory or contractual obligations.

19.3 If you claim that the Goods do not comply with the Warranty, you must give us written notice giving details of the alleged non-compliance within 30 days of the date of receipt and, if requested, promptly return the Goods to us properly packed, carriage paid.

19.4 If any Goods do not comply with the Warranty, our obligation to you shall be at our sole discretion to repair, replace or issue a credit or a refund in respect of such Goods provided that we shall have no such obligation if such Goods have been tampered with or subjected to improper treatment and/or the defects are as a result of faulty design or incorrect Specifications by you. Goods returned to us and replaced shall be on a "like for like" basis.

19.5 Where the Goods are delivered to you, we shall have no further liability to you arising in contract, tort (including negligence) or otherwise arising out of a breach of the Warranty.

19.6 You represent to us that: 19.6.1 you will have full power and authority to enter into the Contract and to exercise your rights under the Contract and to perform your duties and obligations under the Contract; and

19.6.2 where you are a body corporate, you are a company duly organised and validly existing under the laws of the relevant jurisdiction and you have taken all corporate and other actions required to authorise your performance of your duties and obligations under the Contract.

20. LIMITATION OF LIABILITY 20.1 Our sole obligation in respect of a Lost Metal Claim shall be either (at our sole discretion) (i) to replace any Metal lost as a result of that breach to the extent lost while at our risk; or (ii) to provide monetary compensation to the value of such Metals (the value being calculated as at the Date of Despatch). The remedies specified in this Condition 20.1 are subject to the other provisions of this Condition 20.

20.2 Our total aggregate liability (whether in contract, tort (including negligence) or otherwise) arising out of, or in connection with, any act, omission, event or circumstances or series of acts, omissions, events or circumstances relating to the provision of the Goods and/or the Contract shall be limited as follows: 20.2.1 for a Lost Metal Claim such liability shall not exceed the value, at the Date of Despatch, of any part of the Metals content that has been lost, damaged, destroyed or depleted and that is the subject of the Lost Metal Claim; or

20.2.2 for a claim other than a Lost Metal Claim, such liability shall not exceed the Contract Price (excluding the value of any Metal contained in the Goods).

20.3 We shall not in any circumstances, (whether in contract, tort (including negligence) or otherwise) be liable to you for any loss of profit or direct result or for 20.3.1 any indirect, special, contingent or consequential damages or losses (whether for loss of business, loss of contracts, depletion of goodwill, losses arising from market fluctuations or otherwise) arising out of or in connection with, the Contract and/or the provision of (or failure to provide or delay in providing) the Goods; or 20.3.2 any loss of profit or direct result or for the provision of (or failure to provide or delay in providing) the Goods. You accept the responsibility to insure against these risks.

20.4 We shall have no liability for Metal or Goods lost whilst not at our risk.

20.5 Nothing in these Conditions limits our liability for fraud or for our personal liability caused by our negligence. Every Condition is subject to this Condition 20.5.

20.6 We shall not be liable in respect of any claim made against you by any third party and you shall indemnify us against any claim brought by any third party against us relating to the Goods.

20.7 No provision of these Conditions or the Warranty shall be taken as a representation by us that the Goods correspond with any description of them.

20.8 If performance of our obligations under the Contract is subject to or conditional upon your satisfaction of the relevant conditions or performance of the relevant obligations under the Contract, we shall not be liable to perform such obligations until you have satisfied such relevant conditions or performed such relevant obligations.

20.9 This Condition 20 is in substitution for and (to the extent permitted by English Law) excludes all conditions, warranties and terms as to satisfactory quality and fitness or to the purpose or suitability of any of the Goods, whether expressed or implied, and whether contained in any contract or otherwise.

21. CONFIRMATION ORDERS. To avoid Orders being duplicated, all confirmations of Orders previously placed must be marked clearly as a confirmation Order. We reserve the right to treat any confirmation Order that is not so marked as a separate Order.

22. FREE ISSUE MATERIALS. If you supply us with such relevant materials, you shall exclude Metal our liability for loss and/or damage shall be in no circumstances exceed three times the Contract Price for processing and claims for an amount of less than 2.5 per cent of the value of the free issue materials as received by us will be excluded. You must notify us in writing of the value of such materials at the time they are received by us.

23. MANUFACTURING EQUIPMENT. Arrangements may be made for you to retain exclusive use of designs or patterns but all property rights in all machinery, plant, tools, dies, jigs and other equipment used in the manufacturing process for the Goods shall remain ours whether or not we charge you for their cost.

24. TERMINATION. Without prejudice to any other rights and remedies, either party may at any time terminate the Contract by giving written notice to the other and suspend all future deliveries if the other party (a) goes into liquidation or is declared bankrupt; (b) has an administration order made against it; (c) suffers a default in respect of its payment obligations or its property or assets is not paid out or discharged within 14 days; (d) has an embarguer takes possession of, or a receiver, administrative receiver, receiver and manager or similar officer appointed over, its undertaking, property or assets; (e) stops payment or ceases or threatens to cease to carry on its business or operations; (f) is subject to a petition for winding-up or enters into any other arrangement with its creditors or any of them; (g) a resolution or an order being made if being passed for winding-up; (h) a petition is presented or a meeting is convened for the purpose of winding-up; or (i) if the equivalent to the foregoing shall occur in any jurisdiction.

24.1 On expiry or termination of the Contract however arising shall be without prejudice to any rights or obligations which have already accrued to either party pursuant to the Contract prior to the date of expiry or termination, and shall not operate to affect such provisions of the Contract as in accordance with their terms are expressed to operate or to have effect after expiry or termination of the Contract. 24.2 The provisions of Conditions 1, 5.3.2, 26.2, 11, 20, 28, 30 to 34 and 36 to 38, which shall remain in full force and effect after expiry or termination of the Contract.

24.3 Upon the expiry or termination of the Contract, all outstanding unpaid invoices in respect of the Goods shall become immediately due and payable by you and all invoices in respect of Goods ordered prior to the expiry or termination of the Contract, but for which an invoice has not been submitted, shall be due and payable by you immediately upon submission of the invoice.

25. FORCE MAJEURE. We reserve the right to defer the Date of Despatch or reduce the quantity of the Goods ordered by you and we shall not be held liable for any delay or failure to despatch or deliver the Goods if such delay or failure to despatch or deliver the Goods is due to circumstances beyond our reasonable control including, without limitation, act of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock out, strikes or other labour disputes (whether or not relating to either party's workforce) or restrictions or delays in carrying out our duties or in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of six months, either party shall be entitled to give notice in writing to the other to terminate the Contract.

26. INTELLECTUAL PROPERTY. 26.1 We accept no liability (to the extent permitted by English Law) for any claims made against you by any infringement of third party's Intellectual Property Rights in connection with the use, possession, resale or offering for resale of the Goods either as originally sold by us or otherwise.

26.2 We execute the Order in accordance with your design or specification, you shall indemnify us without limitation in point of time notwithstanding the expiration or early termination of the Contract, and to keep us indemnified in full against all actions, losses, damages, expenses, costs, fees or other liabilities arising from any claims made against us for infringement of any third party's Intellectual Property Rights.

26.3 Nothing contained in these Conditions shall be construed to grant, or any licence to you in respect of any of our existing or future Intellectual Property Rights.

27. SEPARATE DELIVERIES. Where the Contract is for the sale of Goods by a number of separate deliveries, a breach affecting one delivery shall not affect any other, provided that for as long as payment for any delivery is overdue, we shall not (without prejudice to

our rights under Condition 15) be liable to make any further delivery.

28.1 We may at any time or times without notice to you, set off any liability of your Group to our Group against any liability of our Group to your Group, whether any such liability is present or future (whenever arising), liquidated or unliquidated, under the Contract or not and irrespective of:

28.1.1 the currency of its denomination; or 28.1.2 the type of Metal held by our Group on behalf of your Group.

28.2 Where our Group holds more than one type of Metal for your Group, whether in a Metal account or in physical form, we shall have the right, in our sole discretion, to choose which Metal to sell for the purpose of set-off against any application for set-off expressed in a different currency, we may convert either liability at a market rate of exchange for the purpose of set-off.

28.3 If we are setting off the liabilities against Metal held on behalf of your Group, we may sell the Metal on the following basis for the purpose of set-off:

28.3.1 for Platinum and Palladium - the London Platinum & Palladium Market Am Fixing Price on the relevant date; 28.3.2 for Gold - the London Bullion Market midday Fixing Price on the date of sale;

28.3.3 for Silver - the London Bullion Market morning Fixing Price on the date of sale;

28.3.4 for Rhodium, Ruthenium, Iridium and Osmium the prevailing market rate on the date of sale, in each case, including any applicable metal account.

28.4 Any exercise by us of our rights under this Condition 28 shall be without prejudice to any other rights or remedies available to us under the Contract or otherwise.

29. SETTLEMENT OF OUTSTANDING AMOUNTS. We shall not be obliged to deliver, transfer or make payment in respect of any claim for a Metal account on our Group on behalf of you or your Group unless and until all outstanding amounts owing by you or your Group to our Group have been settled in full by payment in cleared funds.

30. PROPER LAW. The construction, validity and performance of all our Contracts shall be governed by English Law and you submit to the non-exclusive jurisdiction of the English Courts.

31. HEADINGS. Headings to paragraphs are for convenience of reference only and shall not affect the interpretation of these Conditions.

32. SEPARATE PROVISIONS. Each of these Conditions shall be construed as a separate provision applying and surviving even if one or more Conditions or parts is held to be invalid, unlawful or otherwise unenforceable by a competent authority, the remaining Conditions and parts shall remain in full force and effect.

33. WAIVER. The waiver by us of any breach of any of these Conditions shall not prevent the subsequent enforcement of that Condition and shall not be taken to be a waiver of any subsequent breach of that or any other Condition.

34. NOTICES. Each notice or other communication under the Contract shall be made in writing and sent by personal delivery, facsimile or registered post to the party's registered office or at such other address as the party expressly notifies us in writing from time to time. Any notice shall be deemed to be served at the time of delivery if served personally or, if served by facsimile transmission, at the time the originating machine confirms that the transmission was sent or, if served by registered post, 48 hours after posting and, in the case of Overseas customers, 5 days after posting.

35.1 We shall be entitled to assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge or otherwise dispose in any manner whatsoever of the benefit of the Contract or any part of it to any person, firm or company.

35.2 You shall not be entitled to assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge or otherwise dispose in any manner whatsoever of the benefit of the Contract or sub-contract or delegate its performance under the Contract or any part of it without our prior written consent.

36. CONFIDENTIALITY

36.1 The Contract shall be subject to strict confidence and, by failure to exercise due care or otherwise by any act or omission, disclose to any person whatsoever, or use or exploit commercially for a purpose other than the performance of its obligations under the Contract all technical or commercial know-how, Specifications, inventions, processes or initiatives which are a confidential nature and have been disclosed to such party of the other party and any agent and any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain, and the receiving party shall restrict disclosure or use of such confidential material to such of its employees, officers, advisers, agents or sub-contractors as need to know the same for the purpose of discharging its obligations to the disclosing party and shall ensure that such employees, officers, advisers, agents or sub-contractors are subject to like obligations of confidentiality as bind itself.

37. GENERAL 37.1 The Contract represents the whole agreement between the parties and supersedes all previous agreements between the parties relating to the subject matter of the Contract.

37.2 Each party acknowledges that: 37.2.1 in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, covenant, indemnity, undertaking, commitment, assurance or warranty (whether made negligently or innocently) other than as expressly stated in the Contract; and

37.2.2 all other terms and conditions (including but not limited to those in any Order) are expressly excluded to the fullest extent permissible by law.

37.3 Each of our rights or remedies under the Contract are without prejudice to any of our other rights or remedies whether under the Contract or not.

37.4 The Contract may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

37.5 Either party shall at its own cost, execute and do all acts, documents and things (reasonably within its powers) as may reasonably be required by the other party or as to implement the terms of the Contract.

38. THIRD PARTY RIGHTS. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these conditions or to any contract to which these conditions apply