

1. INTERPRETATION

1.1 In these Purchase Terms, the following definitions apply:

Agreement means the agreement between CAVU and the Supplier for the supply of Goods and/or Services in accordance with the Purchase Order, these Purchase Terms, and the Supplier Code of Conduct.

Business Day means any day (other than a Saturday, Sunday or public holiday) when banks in CAVU's country are open for business.

CAVU means the CAVU company stated on the Purchase Order.

CAVU Materials means all materials, equipment and tools, drawings, specifications and data supplied by CAVU to the Supplier.

Data Protection Law means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a party is subject.

Deliverables means all Documents, products, goods and/or materials developed by the Supplier or its agents, contractors and employees as part of, or in relation to, the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Delivery Date means any date or dates for delivery of the Goods or Deliverables, or performance of the Services, as applicable, as stated in the Purchase Order, or otherwise agreed between CAVU and the Supplier.

Document includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form (including any electronic form).

Goods means the goods (or any part of them) described in the Purchase Order;

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights and all similar or equivalent rights or forms of protection in any part of the world, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights.

Losses means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, penalties, interest, legal and other professional fees and expenses.

Purchase Order means CAVU's order for the supply of Goods and/or Services, as set out in CAVU's purchase order form.

Services means the services, including without limitation any Deliverables, to be provided by the Supplier under the Agreement.

Specification means the specification for the Goods and/or Services notified by CAVU to the Supplier.

Supplier means the person, firm or other entity from whom CAVU purchases the Goods and/or Services as specified in the Purchase Order.

Supplier Code of Conduct means the code of conduct located [here](#), or as provided by CAVU to the Supplier from time to time.

1.2 In these Purchase Terms, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes (unless otherwise excluded by these Purchase Terms) its personal representatives, successors or permitted assigns, employees or agents;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted, and includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted;

1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.5 a reference in writing or written includes emails.

1.3 If there is any conflict or ambiguity between the terms of the documents which make up the Agreement, the following order of precedence shall apply: (1) the Purchase Order, (2) the Purchase Terms, (3) the Supplier Code of Conduct, (4) any other document referred to within this Agreement.

2. BASIS OF AGREEMENT

2.1 The Purchase Order constitutes an offer by CAVU to purchase the Goods and/or Services from the Supplier in accordance with these Purchase Terms and the Supplier Code of Conduct.

2.2 Unless otherwise agreed by CAVU in writing, the Purchase Order shall be deemed to be accepted by the Supplier on the earlier of:

2.2.1 the Supplier issuing written acceptance of the Purchase Order; or

2.2.2 any act by the Supplier consistent with commencing work in connection with the Purchase Order, at which point the Agreement shall come into existence (the "Effective Date").

2.3 Subject to clause 2.5 below, these Purchase Terms apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 The Purchase Terms shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.5 If an alternative agreement has been signed between the Supplier and CAVU for the supply of the Goods and/or the Services (whether such agreement is referenced in the Purchase Order), the terms of such agreement shall apply instead of these Purchase Terms.

2.6 In the provision of the Goods and/or the Services, the Supplier shall at all times comply with:

2.6.1 All applicable laws and regulatory requirements.

2.6.2 All applicable rules and regulations that apply at CAVU's premises, including those relating to security, health and safety, and operations and any applicable airport byelaws.

2.6.3 The Supplier Code of Conduct.

2.7 Failure by the Supplier to comply with the 2.6 is considered a material breach of this Agreement.

3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods:

3.1.1 correspond with their description and any applicable Specification;

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

3.1.3 where applicable, are free from defects in design, materials and workmanship and remain so for 24 months after delivery.

3.2 CAVU shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing CAVU considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings under clause 3.1, CAVU shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance (which is subject to CAVU's approval).

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

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

4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.1.3 if the Supplier requires CAVU to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 on the Delivery Date or, if no such date is specified, then within 14 days of the date of the Purchase Order;

4.2.2 to CAVU's premises at the location set out in the Purchase Order or as instructed by CAVU before delivery (**Delivery Location**); and

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

4.3 Time is of the essence in respect of the Delivery Date.

4.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.5 The Supplier shall not deliver the Goods in instalments without CAVU's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect or damage in an instalment shall entitle CAVU to the remedies set out in clause 6.

5. SUPPLY OF SERVICES

- 5.1 The Supplier shall from the Effective Date (or other date set out in the Purchase Order) and for the duration of the Agreement provide the Services to CAVU in accordance with the terms of the Agreement and shall:
- 5.2 meet any Delivery Date(s) for the Services. Time is of the essence in respect of such Delivery Date(s);
- 5.2.1 co-operate with CAVU and comply with all instructions of CAVU in all matters relating to the Services;
- 5.2.2 perform the Services with all reasonable care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.2.3 use personnel who are suitably qualified, skilled and experienced to perform tasks assigned to them, and in sufficient number to fulfil the Agreement;
- 5.2.4 ensure that the Services and Deliverables will conform with the Specification in its entirety, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by CAVU;
- 5.2.5 provide all equipment, tools and such other items as are required to provide the Services;
- 5.2.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to CAVU, will be free from defects in workmanship, installation and design;
- 5.2.7 hold all CAVU Materials in safe custody at its own risk, maintain CAVU Materials in good condition until returned to CAVU, and not dispose or use CAVU Materials other than in accordance with CAVU's written instructions or authorisation;
- 5.2.8 not do or omit to do anything which may cause CAVU to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that CAVU may rely on the Services.
- 5.3 The Supplier acknowledges that the CAVU Materials are the exclusive property of CAVU.

6. CAVU REMEDIES

- 6.1 If the Supplier:
- 6.1.1 fails to deliver the Goods and/or perform the Services (whether by the Delivery Date or at all); or
- 6.1.2 has delivered Goods or performed Services that do not comply with the undertakings set out in clause 3.1 or 5.1 (respectively), whether or not CAVU has accepted the Goods, then, without limiting its other rights or remedies, CAVU shall have the right:
- (a) to terminate the Agreement (in whole or part) with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) where CAVU has paid in advance for Services or Deliverables that have not been provided by the Supplier and/or Goods which have not been delivered (including if refused by CAVU) by the Supplier, to have such sums refunded by the Supplier;
- (d) to recover and/or claim damages for any Losses incurred by CAVU which are in any way attributable to the Supplier's breach (as specified under (a) or (b) above), including costs incurred by CAVU in obtaining substitute goods and/or services from a third party;
- (e) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; and
- (f) to require the Supplier, at CAVU's option, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid).
- 6.2 These Purchase Terms shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

7. CHARGES AND PAYMENT

- 7.1 The price for the Goods:

- 7.1.1 shall be the price set out in the Purchase Order; and
- 7.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by CAVU. No extra charges shall be effective unless agreed in writing and signed by CAVU.
- 7.2 The charges for the Services shall be set out in the Purchase Order and shall be the exclusive remuneration of the Supplier in respect of the performance of the Services unless otherwise agreed in writing by CAVU.
- 7.3 In respect of Goods, the Supplier shall invoice CAVU on or at any time after completion of delivery of all Goods unless otherwise agreed in writing.
- 7.4 In respect of Services, the Supplier shall invoice CAVU on completion of the Services and the supply of all Deliverables.
- 7.5 The Supplier's submitted invoices for the Goods or Services (as appropriate) shall reference and be covered by a Purchase Order. CAVU operates a strict "No Purchase Order no pay" policy.
- 7.6 Where the Supplier has access to the CAVU's purchasing system (the "Purchasing System"), the Supplier may submit invoices to CAVU via the Purchasing System using either the Enterprise or Standard solution. Alternatively, where the Supplier has no such access to the Purchasing System, invoices shall be submitted by the Supplier via email to invoices@magairports.com. The invoice must clearly state a valid PO number and must be submitted in PDF format with only one invoice attached per email. Any invoices received without a valid PO number, or any emails with duplicate invoices attached, will be returned unprocessed. The Supplier acknowledges that the foregoing email address is not manned and that any emails sent to the same therefore cannot be replied to. Accordingly, should the Supplier have any payment queries they should be directed to payments@magairports.com.
- 7.7 In consideration of the supply of Goods and/or Services by the Supplier, CAVU shall pay the invoiced amounts within thirty (30) days of receipt of a valid invoice.
- 7.8 All amounts payable by CAVU under the Agreement are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to CAVU, CAVU shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 7.9 If CAVU fails to pay any amount properly due and payable by it under the Agreement, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of HSBC Bank Plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that CAVU disputes in good faith.
- 7.10 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow CAVU to inspect such records at all reasonable times on request.
- 7.11 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against CAVU to justify withholding payment of any such amount in whole or in part. CAVU may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by CAVU to the Supplier.

8. INTELLECTUAL PROPERTY RIGHTS & TITLE

- 8.1 In respect of the Goods and any goods and materials that are transferred to CAVU as part of the Services under the Agreement (including without limitation the Deliverables or any part of them), the Supplier warrants that it has full clear and unencumbered title to all such items at the date of delivery.
- 8.2 Upon delivery in accordance with clause 4.3, title and risk in the Goods shall pass to CAVU.
- 8.3 On delivery, the Supplier assigns to CAVU, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables to the extent they have been developed specifically for this Agreement. The Supplier shall obtain waivers of all moral rights in the products of the Services, including the Deliverables, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

8.4 The Supplier shall promptly do (or procure to be done) all such further acts and things and the execution of all such other documents as CAVU may from time to time require for the purpose of securing for CAVU the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to CAVU in accordance with clause 8.3.

9. INDEMNITY

9.1 The Supplier shall indemnify and keep indemnified CAVU in full against all Losses awarded against or incurred or paid by CAVU as a result of or in connection with:

- 9.1.1 any claim made against CAVU by a third party for death, personal injury or damage to property arising out of, or in connection with, the Services or defects in Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 9.1.2 any claim made against CAVU by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its employees, agents or subcontractors (including any breach of the Data Protection Requirements as defined in clause 12.2); and
- 9.1.3 any claim made against CAVU for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

10. LIABILITY

10.1 CAVU's aggregate liability to the Supplier for breaches of this Agreement by CAVU is limited to the total charges payable by CAVU to the Supplier for the Goods and/or Services provided under this Agreement.

11. INSURANCE

11.1 During the Agreement and for a period of one year afterwards the Supplier shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessperson in connection with this Agreement and produce to CAVU on demand full particulars of that insurance and the receipt for the then current premium. The Supplier shall retain and make available electronic copies of all such policies for at least seven years after termination of cover for inspection by CAVU or its advisors.

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, business plans, commercial arrangements or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 12.2 In the performance of its obligations under the Agreement, the Supplier shall (and shall procure that its sub-contractors shall at all times:
 - 12.2.1 comply with all Data Protection Laws, and all reasonable instructions or directions of CAVU in respect of handling personal data which is provided to the Supplier by CAVU;
 - 12.2.2 only use any personal data that is provided by CAVU to it under this Agreement for the provision of the Goods/Services; and
 - 12.2.3 shall not perform its obligations under the Agreement in such a way as to cause CAVU to breach any of its obligations under Data Protection Law.

13. MODERN SLAVERY

13.1 In performing their obligations under the agreement, the Supplier will:

- 13.1.1 Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in the jurisdiction in which CAVU is located.
- 13.1.2 not engage in any activity, practice or conduct that would constitute an offence if such activity, practice or conduct had been carried out in the jurisdiction of CAVU;
- 13.1.3 include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 13; and
- 13.1.4 notify CAVU as soon as it becomes aware of any actual or suspected breach of Clause 13.1.1 or 13.1.2; and
- 13.1.5 maintain a complete set of records to trace the supply chain of all products provided under this Agreement and permit CAVU and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Clause 13.
- 13.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 13.3 CAVU may terminate this Agreement immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of any of its obligations under this clause 13.

14. ANTI BRIBERY AND CORRUPTION

- 14.1 The Supplier shall during the term of this agreement:
 - 14.1.1 Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption in the jurisdiction that CAVU is located, (**Anti-Bribery Requirements**) and shall not engage in any activity, practice or conduct which would constitute an offence if such activity, practice or conduct had been carried out in the jurisdiction that CAVU is located;
 - 14.1.2 establish, maintain and enforce its own policies and procedures, including adequate procedures to ensure compliance with the Anti-Bribery Requirements;
 - 14.1.3 notify CAVU if it becomes aware of any breach of clause 14.1.1 or 14.1.2 or has reason to believe that the Supplier has received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement;
 - 14.1.4 permit CAVU and its third-party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Clause 14.
- 14.2 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of this Agreement do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed in this clause 14
- 14.3 CAVU may terminate this Agreement immediately by giving written notice to that effect to the other Party if the other Party is proven to be in breach of any of its obligations under clauses 14.1.1 or 14.1.2.

15. TERMINATION

- 15.1 Without limiting its other rights or remedies, CAVU may terminate the Agreement in part or in whole with immediate effect by giving written notice to the Supplier if:
 - 15.1.1 the Supplier commits a material or persistent breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing of the breach;
 - 15.1.2 the Supplier takes or has taken against it (other than in relation to a solvent restructuring) any step or action (whether voluntarily or by any law, order, decision, or resolution), towards its entering bankruptcy, administration, provisional liquidation, moratorium or any composition or arrangement with its creditors, being wound up being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 15.1.2.
 - 15.1.3 the Supplier suspends or ceases, or threatens to suspend or cease, carrying on business;
 - 15.1.4 the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy;

- 15.1.5 there is a change of ownership of shares and/or the ability to exercise any powers conferred by the governing documents of the Supplier;
- 15.1.6 Any event comparable to those listed in clauses 15.1.2 to 15.1.5 (inclusive) occurs in the laws of another jurisdiction in which the Supplier is located;
- 15.1.7 the Supplier gives their consent to terminate for a reason contained within 15.1.2 or 15.1.3; or
- 15.1.8 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 15.2 Without limiting its other rights or remedies, CAVU may terminate the Agreement in part or in whole:
- 15.2.1 in respect of the supply of Services, by giving the Supplier 2 weeks' written notice; and
- 15.2.2 in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case CAVU shall pay the Supplier for all Goods delivered up to the point of termination.

16. CONSEQUENCES OF TERMINATION

- 16.1 On termination of the Agreement or any part of it for any reason:
- 16.1.1 where the Services are terminated, the Supplier shall immediately deliver to CAVU all Deliverables, complete or not, and return all CAVU Materials. If the Supplier fails to do so, then CAVU may, without limiting its other rights or remedies, enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- 16.1.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 16.1.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17. GENERAL

- 17.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with any of its rights or obligations under the Agreement without the prior written consent of CAVU.
- 17.2 CAVU may at any time assign, transfer, charge, subcontract or deal in any other manner with any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement.
- 17.3 Any notice or communication required to be given to a party in connection with the Agreement shall be in writing and shall be delivered to the other party personally, sent by prepaid first-class post, recorded delivery or by commercial courier to its registered office (if a company) or (in any other case) its principal place of business, or sent by email.
- 17.4 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9am on the second Business Day after posting or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or, if sent by fax, on the next Business Day after transmission or, if sent by email, when the sender receives a non-automated reply email confirming delivery. This clause shall not apply to the service of any proceedings or other documents in any legal action.
- 17.5 A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Any variation, including any additional terms and conditions, to the Agreement shall only be binding when agreed in writing and signed by CAVU.
- 17.6 CAVU's rights under the Agreement are cumulative and shall be in addition to its rights and remedies implied by statute and common law.
- 17.7 If a court or any other competent authority finds that any provision (or part of any provision) of the Agreement is invalid, illegal or

unenforceable, that provision or part-provision shall, to minimum the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

- 17.8 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.9 A person who is not a party to the Agreement shall not have any rights to enforce its terms.
- 17.10 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the applicable law as set out below. The parties irrevocably submit to the exclusive jurisdiction of the courts stated below:

Where CAVU is located in:	Laws and Courts
England	England and Wales
United States	State of Delaware
Australia	New South Wales