

3.2.3 in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

3.3 The Customer shall pay the Consideration and Costs stated in any invoice for Services provided pursuant to these Terms and Conditions in full, without deduction or set-off, within thirty (30) days of the date stated on that invoice. The Consideration shall be paid free and clear of, and without deduction for and on account of, tax unless the Customer is required by law to make such payment subject to the

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4.7 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently.

must be notified to the Company in writing before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.

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the date of the Contract which relates to a party's business, products,
developments, trade secrets, know-how or other matters in accordance with

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18. No Partnership or Agency

18.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19. Third Parties

A person who is not a party to the Contract shall not have any rights under the Contract Law and any applicable law of People's Republic of China to enforce any term of the Contract.

20. Data Protection

20.1 The Customer shall comply with the provisions and obligations imposed by the Cyber Security Law of the People's Republic of China and all other applicable laws and obtain all necessary authorizations and consents for lawful processing, prior to passing any personal data including all sensitive personal data of any natural person, to the Company. Such authorizations/consents shall also include specific authorization for the Company to, in the normal course of its business, make worldwide transfers of personal data or sensitive personal data on its corporate systems, to other entities, agents or subcontractors in the same group of companies, or to other relevant business partners who may have incidental access to personal data or sensitive personal data.

information designated as confidential or otherwise confidential.

22 " " "

22.1 Each party (the "**Recipient**") shall not disclose, divulge or grant access to such Confidential Information to any third party (the "**Disclosing-1 Party**") without the prior written consent of the other party.

which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information.

it can

prove the same with documentary evidence)

20.2 To the extent Company

Company shall ensure compliance with applicable laws and regulations.

20.3 The Company

-contract the

whole of or any part of the Service.

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21.3 The Contract is personal to the Customer which may not be assigned, delegated, lent, held on trust or sub-licensed all or any of its rights or obligations under the Contract without the Company's prior written consent.

relevant end user certificates or other such approvals or consents and the Customer undertake to conform to and apply the terms of such end user certificates, Export Control Licences or restrictions.