

WARNER STANDARD CONDITIONS OF PURCHASE

These Conditions shall apply to all goods and services bought by WARNER at any time unless WARNER issues and both parties agree in writing a separate contract (other than a Purchase Order or Special Conditions), in which case the contract will apply instead. So far as permitted by law, all other terms and conditions are excluded unless WARNER agrees otherwise in writing. For the avoidance of doubt, WARNER does not agree to contract on any terms and conditions contained in any documentation given to WARNER at any time, whether or not they purport to supersede or replace these Conditions, and any terms and conditions not contained within this document or agreed by WARNER in writing, shall not apply.

1. Definition and interpretation

1.1. The following words and phrases have the following meanings in these Conditions:

“Affiliate” means any subsidiaries, holding company (from time to time) and/or associated companies of a party, all as defined by section 1159 and schedule 6 of the UK Companies Act 2006, and in the case of WARNER, includes any company from time to time in the Warner Music Group of companies;

“Bribery Laws” means the Bribery Act 2010 together with all other applicable laws, legislation, statutory instruments and regulations in relation to bribery or corruption in any relevant jurisdiction;

“Conditions” means these Standard Conditions of Purchase together with any Purchase Order or Special Conditions or any other terms that may be agreed from time to time between WARNER and its supplier;

“Data Protection Legislation” means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

“Goods” means the goods to be supplied by a supplier to, for or on behalf of WARNER together with any goods provided by the supplier to, for or on behalf of WARNER in relation to any Services the supplier may supply to WARNER;

“party” means you or Warner (as appropriate) and “parties” shall mean both of them;

“Purchase Order” means any order for any Goods or Services placed by WARNER with a supplier or any other arrangement in writing for the supply of Goods or Services by the supplier to WARNER and includes any other documents referred to in a Purchase Order;

“Services” means the acts, services and results of services provided by a supplier to, for or on behalf of WARNER together with any Services provided by the supplier to, for or on behalf of WARNER in relation to any Goods which the supplier may supply to WARNER;

“Special Conditions” means any additional conditions agreed between WARNER and a supplier for the supply of Goods

and/or Services by the supplier including any other documents referred to in such Special Conditions;

“WARNER” means either Warner Music UK Limited, a limited liability company registered in England and Wales with registered number 00680511, with its registered address at Cannon Place, 78 Cannon Street, London, England, EC4N 6AF or Warner Music International Services Limited a limited liability company registered in England and Wales with registered number 02258593, with its registered address at Cannon Place, 78 Cannon Street, London, England, EC4N 6AF or WMIS Limited, a limited liability company registered in England and Wales with registered number 01914327, with its registered address at Cannon Place, 78 Cannon Street, London, England, EC4N 6AF (whichever is specified on the relevant Purchase Order); and

“You” and “your” means the supplier named in the Special Conditions, a Purchase Order or other contract documentation issued by WARNER to a supplier.

1.2. The headings to the Conditions are for information only and shall not affect the interpretation of these Conditions.

2. Acceptance

2.1. The issue of a Purchase Order or a set of Special Conditions by WARNER constitutes an offer by WARNER to purchase the Goods and/or Services on the terms and conditions contained in the Conditions.

2.2. Any acceptance by you of a Purchase Order or of the Special Conditions or any performance by you of all or any part of a Purchase Order means that you agree to the Conditions.

2.3. These Conditions shall be binding on and to the benefit of, the parties to these Conditions and their respective successors and permitted assigns, and references to a party shall include that party's successors and permitted assigns.

2.4. You shall execute all reasonable modifications of the Purchase Order that WARNER has communicated to you in writing. Unless you have sought WARNER's approval in writing in relation to any resulting changes on price, delivery term or other conditions, all reasonable modifications will be executed at the same price, delivery term or conditions as the initial Purchase Order.

3. Quality of Goods

3.1. You shall supply all Goods in accordance with the relevant Purchase Order and these Conditions. All Goods must be of satisfactory quality, and must fully comply with WARNER's requirements including any stated specifications or requirements about quantity, quality, date and time of delivery, standards or description. You will maintain quality control systems that comply with applicable law and any applicable standards set out by any standardisation authority including, without limitation, the International Organization for Standardisation and will conduct ongoing quality control checks at least monthly. All Goods must be fit for the purpose for which

they are supplied or for which they are commonly used. The Goods must also be free from defects in title, design, material and workmanship. You must promptly inform WARNER about any potential hazard or risk which you know about or which you think may arise in relation to the transport, handling, manufacture, distribution or use of the Goods.

- 3.2. In addition to any other rights WARNER might have, WARNER may, within a reasonable time period following a delivery of Goods, reject and return to you at your expense any Goods which are faulty or contain a latent defect or which do not fully comply with any stated specifications or requirements about quantity, quality, date time and method of delivery, standards or description stated in these Conditions, a Purchase Order, the Special Conditions or otherwise or which are not fit for the purpose for which they are supplied or for which they are commonly used. For the avoidance of doubt, the payment of any damages shall not prejudice any other remedies that WARNER might have under the Conditions.

4. Quality of Services

- 4.1. You shall supply all Services in accordance with the relevant Purchase Order and these Conditions. All Services must be performed diligently and conscientiously to the best standards possible and must fully comply with WARNER's requirements including any stated specifications and with applicable laws. You must promptly inform WARNER about any potential hazard which you know about or which you think may arise in relation to the supply of the Services.
- 4.2. You will provide all personnel, tools, equipment and materials required for the performance of the Services. If you provide and perform Services at WARNER's site, you agree to leave the site clean and tidy upon completion of the Services and comply with any health and safety requirements whilst at WARNER's site.
- 4.3. You shall ensure that all personnel performing the Services at any time ("Personnel") for WARNER are suitably trained, have the relevant and necessary skills, experience and qualifications to perform the Services. You accept that WARNER reserves the right to remove or refuse to admit any Personnel to or from WARNER premises at any time. You shall on demand remove from the Services any Personnel as requested by WARNER.
- 4.4. WARNER may refuse to pay for any Services which do not comply with WARNER's requirements including any stated specifications or requirements about standards, descriptions or date and time of performance.

5. Liability

- 5.1. You are responsible for and shall fully indemnify WARNER and keep WARNER indemnified against any and all liability, losses, costs, claims, expenses (including legal expenses) and demands which WARNER may incur, howsoever arising from: (i) any failure by you to comply with any of the Conditions; (ii) any defect in the Goods or any defect in the performance of the Services; and (iii) the

death of or injury to any of your or WARNER employees, agents or subcontractors while doing anything related to the supply of the Goods or the Services.

- 5.2. Nothing in these Conditions will exclude or limit either party's liability for death or personal injury resulting from negligence or any other liability which cannot be excluded by law.
- 5.3. WARNER's aggregate liability arising out of or relating to these Conditions regardless of the form of action giving rise to such liability, whether in contract, tort, or otherwise shall be limited to the amounts paid by WARNER under the relevant purchase order.

6. Delivery and performance

- 6.1. You shall supply the Goods or Services on time to WARNER and the use of or re-sale by WARNER in accordance with a Purchase Order, the Special Conditions or as WARNER may advise you by reasonable written notice from time to time. You agree that timing shall be of the essence for all times stated in these Conditions or communicated to you by WARNER for the delivery of Goods or the performance of the Services.
- 6.2. WARNER has the right to inspect the ordered Goods upon manufacture, production, transformation or storage.
- 6.3. If WARNER has reasonable grounds to believe that you will not be able to comply with the Conditions, WARNER may request additional warranties from you.
- 6.4. WARNER reserves the right to provide you with reasonable notice to adjust the rate of delivery of the Goods or the time at which the Services will be performed. No costs will be charged to WARNER as result of such adjustment, unless upon written approval by WARNER.
- 6.5. You shall not provide delivery of the Goods or Services before the agreed delivery date without WARNER's prior written agreement. Such agreed early delivery shall not modify the agreed payment terms.
- 6.6. You shall notify WARNER immediately if there is likely to be a delay in the delivery of the Goods or the time at which the Services will be performed, stating the estimated period of delay.
- 6.7. WARNER reserves the right to cancel any Purchase Order it has placed for Goods or Services if they are not delivered or performed by the date and time specified in the Purchase Order without incurring any liability to the Supplier, but WARNER agrees to pay the price for Goods or Services already supplied or performed that comply with the Purchase Order if such partial supply or performance is of use to WARNER. This right to cancel is in addition to any other rights WARNER may have.
- 6.8. You shall transport the Goods to the delivery address stated on the Purchase Order or the Special Conditions at your cost, unless WARNER provides written notice agreeing to an amendment. You must ensure that all Goods and any packaging containing the Goods are clearly marked with WARNER's order number, details of contents (including quantity and description), and your name, together with any other information WARNER may have requested or is required by applicable law, including but

not limited to tracking requirements. Goods must also comply with any labelling instructions and identifications stated in the Purchase Order or otherwise communicated to you by WARNER.

- 6.9. You shall attend the address stated on the Purchase Order or the Special Conditions at your cost for the provision of the Services.
- 6.10. WARNER shall have the right from time to time to conduct delivery audits and inspections on the Goods that you provide.

7. Passing of property and risk to WARNER

- 7.1. You will retain risk in the Goods until they are delivered by you to WARNER at the delivery address stated in the Purchase Order or the Special Conditions and WARNER has confirmed receipt of delivery in writing. You shall adequately insure the Goods with a reputable insurer until such title passes to WARNER, including during transit and unloading. You acknowledge that payment shall not be due from WARNER in the event of and to the extent of any insurance claim relating to the Goods. After this time WARNER will own and be responsible for the Goods whether or not payment has been made. This does not affect WARNER's right to reject the Goods.
- 7.2. If WARNER makes payment in advance in respect of any particular Goods, then title in the Goods will pass to WARNER at the time that such payment is made. For the avoidance of doubt, you will retain the risk in the Goods and adequately insure the Goods with a reputable insurer until they are delivered by you to WARNER at the delivery address stated in the Purchase Order and WARNER has confirmed receipt of delivery in writing.

8. Price and set-off

- 8.1. Once any Purchase Order or any Special Conditions issued by WARNER has been accepted by you, you shall not make any increase in the price of the Goods or Services whether due to increased material costs, labour costs or otherwise without prior written consent from WARNER.
- 8.2. WARNER reserves the right to deduct any amounts you may owe WARNER from time to time (including any legal costs and interest) from any amounts which WARNER may owe you.
- 8.3. The price of the Goods shall be inclusive of all fees and charges for packaging, package, carriage, insurance, and delivery of the Goods to the delivery address and the price of the Goods and/or Services shall include any VAT and any other taxes or duties.

9. Payment terms

- 9.1. WARNER may reject in writing the invoices for Goods or Services if they do not comply with the Conditions, within 45 (forty-five) days of receipt thereof.
- 9.2. WARNER shall provide you with a purchase order number.
- 9.3. You agree to include on each invoice the applicable Purchase Order number and such other information as WARNER shall reasonably require (as the same may be

notified to you from the time to time, including by the WARNER Accounts Payable team). You agree to issue invoices in accordance with the Purchase Order.

- 9.4. If this information is missing, it may lead to rejection of the invoice and a delay in payment.
- 9.5. Correct credit notes must quote the invoice number to which they relate.
- 9.6. All invoices submitted to WARNER must meet the minimum UK, EU or EEA legislation requirements (as applicable). If the invoices do not meet the criteria, it will lead to their rejection and delay in payment.
- 9.7. If the Conditions have been duly complied with, WARNER shall pay all correct invoices thirty (30) days from the date of the invoice has been received, unless a different timing is specified in the purchase order or if restricted under mandatory applicable laws or otherwise agreed by the parties in writing. If the payment date is a weekend or a public holiday, payment shall be made on the next working day following the weekend or public holiday.
- 9.8. Charges shall be as stated in the purchase order or otherwise agreed between the parties, and are exclusive of any VAT. If VAT is applicable to the provision of Goods and/or Services by you, WARNER shall pay such VAT subject to you submitting to WARNER an invoice which complies with any applicable VAT invoicing rules.
- 9.9. WARNER will pay you by wire transfer, unless WARNER provides written notice of its agreement to pay you in a different way. You agree to supply WARNER with your bank account details when WARNER requests, or whenever these bank account details are updated.
- 9.10. In case WARNER fails to pay any sum within 30 (thirty) days of the above mentioned payment term, other than in the case of a genuine dispute, you have the right to charge WARNER interest on the overdue sum for the period from the due date of payment up to the date of actual payment. Interest shall be paid at the annual rate of 2%.

10. Compliance with legislation

- 10.1. You warrant that the Goods and Services (including all materials in contact with Goods) supplied by you under these Conditions, and the manufacture, packaging, delivery and distribution of such Goods and performance of such Services by you, your employees, workers, agents and sub-contractors, shall comply with: (i) all applicable national, local and/or EU legislation; including but not limited to any legislation regarding anti-bribery, labour (including but not limited to work permits, work safety provisions, accident prevention provisions, concealed labour, anti-slavery and human trafficking, employment of foreign workers, equal treatment and wages, compensation, benefits and/or other labour conditions), environment, tax and social security, data protection; (ii) all industry and government codes of practice including, but not limited to, regulations relating to hiring of personnel; (iii) all health and safety requirements that WARNER may notify you of from time to time including, but not limited to, all safety and site rules and notices displayed by WARNER at its sites from time to time; and

- (iv) WARNER's Code of Conduct which is published and updated from time to time on <https://investors.wmg.com/static-files/2641cbf1-cab6-4be2-a6b5-2814a0fbe291>, which by agreeing to these Conditions you confirm you have read and understood and that you will fully comply with.
- 10.2. You are responsible for and warrant to WARNER that you shall provide your employees and/or workers (and shall procure that any sub-contractors or agents whose employees or workers participate in the provision of the Services shall provide such employees and workers) with the wages, compensation, benefits and/or other labour conditions to which they are entitled under contract and /or according to the applicable laws in the Jurisdiction and the provisions of these Conditions.
- 10.3. You represent and warrant that you will not (and shall procure that any sub-contractors or agents whose employees or workers participate in the provision of the Services shall not) discriminate or permit discrimination against any person or group of persons in any manner prohibited by UK, European Union, national, regional, or local laws.
- 10.4. You shall comply with the Modern Slavery Act 2015. On request, you shall provide WARNER with your slavery and human trafficking report setting out the steps you have taken to ensure slavery and human trafficking is not taking place in any of your supply chains or in any part of your business. You shall maintain such records relating to the Goods and Services as may be necessary to trace the supply chain of such Goods and Services and to enable WARNER determine your compliance with this clause 10.4. You represent, warrant and undertake to WARNER that neither you nor any person in your supply chain (i) uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded child or forced labour within its supply chain; (ii) has committed an offence under the Modern Slavery Act 2015; (iii) has been notified that it is subject to an investigation or prosecution relating to an offence under the Modern Slavery Act 2015; or (iv) is aware if any circumstances within its supply chain that could give rise to an investigation or prosecution relating to an offence under the Modern Slavery Act 2015. You shall notify WARNER immediately if you become aware or have reason to believe that you or any of your Subcontractors have breached or potentially breached any of the obligations under this clause 10.4, describing in detail the circumstances concerning the breach or potential breach. You shall ensure that before commencing work at any of our sites, your employees, agents and sub-contractors will be made aware of all relevant health and safety requirements which WARNER may notify you of from time to time. You shall be and shall remain fully responsible and liable for the acts, omissions and management of the Personnel. You undertake to comply (and procure that any sub-contractors or agents whose employees or workers perform Services hereunder at any time shall comply) with the labour, social security, tax and occupational hazard prevention regulations in force in respect of all Personnel.
- 10.5. You acknowledge and warrant that all Personnel who shall be engaged, currently are engaged or previously were engaged in the provision of the Services have no (and will have no) direct relationship with, and are not (and will not be or become at any time on commencement, during or on termination of the Services) workers, agents or employees of WARNER whether pursuant to any national legislation derived from the EU Acquired Rights Directive or otherwise.
- 10.6. You shall ensure that all Personnel have the right to work in the country in which they are performing Services and that you (and any third party employer or supplier of such personnel) have complied with all applicable immigration laws.
- 10.7. You will provide WARNER with reasonable evidence of your compliance with clauses 10.1 - 10.6 inclusive on demand and agree to provide reasonable assistance to WARNER to perform any activity required by any regulatory body for the purpose of complying with anti-slavery or immigration requirements.
- 10.8. You shall fully indemnify, keep indemnified and hold harmless WARNER against any and all liability, costs, expenses (including legal expenses) losses, damages, penalties and fines, demands and claims (including but not limited to claims from Personnel engaged at any time in the provision of the Services, any Labour Authority, Tax Authority, Food Authority and/or other authorities) (together "Liabilities") WARNER may suffer due to you non-compliance with the warranties in clauses 10.1 – 10.6 inclusive. Without limitation, in the event that the employment of any Personnel shall transfer or be claimed to have transferred to WARNER by operation of the Acquired Rights Directive or any national legislation derived from it, WARNER shall be entitled to terminate the employment of such Personnel within a reasonable period of becoming aware of the same and you shall indemnify WARNER in accordance with this paragraph in respect of any employment costs, dismissal costs or other Liabilities WARNER may suffer as a result of such transfer or claimed transfer of employment.
- 10.9. You agree to deliver all the necessary translated documentation in the local language according to the national applicable law at WARNER request.
- 11. Anti-Bribery**
- 11.1. You shall ensure that you and each person referred to in (i) to (iii) below (inclusive) do not, by any act or omission, place WARNER or any of its Affiliates in breach of any Bribery Laws. You shall comply with all Bribery Laws in connection with the performance of the Conditions, ensure that you have in place adequate procedures to prevent any breach of this clause 11.1 and ensure that: (i) all of your personnel and your direct and indirect sub-contractors; and (ii) all others associated with you; and (iii) each person employed by or acting for or on behalf of any of those persons referred to in (i) and (ii) involved in the provision of Goods and Services or with these Conditions so comply. For the purposes of this clause 11.1 the

expressions 'adequate procedures' and 'associated with' shall be construed in accordance with Bribery Act 2010 and guidance published under it.

- 11.2. Without limitation to clause 11.1, you shall not in connection with the provision of Goods and Services or with these Conditions make or receive any bribe (which term shall be construed in accordance with Bribery Act 2010) or other improper payment or advantage, or allow any such bribe, improper payment or advantage to be made or received on your behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on your behalf. You shall immediately notify WARNER as soon as you become aware of a breach of any of the requirements in this clause 11.2.

12. Sanctions

- 12.1 You represent and warrants that you, and any person that owns or controls you, is not (i) the direct or indirect target of any financial, economic or trade sanctions, export controls, or other trade-related restrictions administered or enforced by the United States, including the Department of the Treasury's Office of Foreign Assets Control or the Department of Commerce's Bureau of Industry and Security, or by the United Nations Security Council, the European Union, the United Kingdom, or any jurisdiction with whose laws WARNER is required to comply in connection with the transactions contemplated by the Conditions (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including export controls that broadly prohibit exportation of goods, currently including Crimea, Cuba, Iran, North Korea, occupied regions of Ukraine, as relevant, and Syria.
- 12.2 In performing its obligations under these Conditions, you shall comply with all applicable Sanctions, including any U.S. export controls applicable to any relevant goods, software or technology, and not act in any manner that would reasonably be expected to cause WARNER to violate any Sanctions or expose WARNER to penalties under any Sanctions or to designation as a target of Sanctions.

13. Breach

- 13.1. If you commit a material breach of the Conditions, or commit a non-material breach which you fail to remedy within seven (7) days of receipt of written notice from WARNER, WARNER may suspend the performance of its obligations under the Conditions and/or have the right to treat the Conditions as ended without further notice.
- 13.2. Without prejudice to any other remedy, if any Goods or Services are not supplied in accordance with the Conditions, then WARNER will be entitled to either require you to supply replacement Goods or perform replacement Services within 48 (forty-eight) hours or to

require the repayment of any payment that has been made.

14. Cancellation and termination

- 14.1. WARNER may cancel the Purchase Order and terminate the Conditions for the supply of Goods or Services for convenience at any time by providing reasonable written notice.
- 14.2. WARNER may terminate these Conditions immediately by providing reasonable written notice if there is a change in Control of Supplier which in the reasonable opinion of WARNER adversely affects WARNER's position, rights or interests.
- 14.3. Each party will have the right to terminate the Conditions, according to the applicable national law, without any liability in the event that the other party enters into liquidation, goes bankrupt, becomes unable to pay its debts in the ordinary course of business, pass a resolution for a winding up, has a receiver appointed over all or any significant part of its assets or otherwise becomes insolvent under the laws of the country in which it is incorporated.
- 14.4. On termination of the Conditions for any reason (i) you shall cease supply of Goods and Services; (ii) WARNER shall only be liable to pay you a reasonable price for all Goods which you have supplied (and which WARNER has not rejected) and for all Services you have performed in accordance with WARNER's requirements up to the time of cancellation or termination and WARNER shall be entitled to a pro-rated refund of any amounts paid in advance. WARNER will not be responsible to you for any costs, loss or damage which you may suffer as a result of this.

15. Intellectual property

- 15.1. You warrant and represent that the supply by you to WARNER of the Goods or Services i) will not infringe any patent, trademark, copyright or design or other intellectual property or related right or ii) will not cause WARNER to suffer any negative publicity or do anything in WARNER's reasonable opinion that is considered to be obscene, defamatory or will bring WARNER into disrepute.
- 15.2. You agree to fully indemnify WARNER and keep WARNER indemnified against any liability, costs, expenses (including legal expenses) loss or damages WARNER may suffer due to the breach of your warranty or representation in clause 15.1.
- 15.3. All intellectual property rights and know-how which may be created in connection with the Goods or Services will belong to WARNER which, as a consequence, will retain all rights of reproduction, representation and adaptation. You agree to (i) communicate them immediately to WARNER; (ii) maintain them strictly confidential; (iii) refrain from submitting any application for their registration; and (iv) assign to WARNER any and all title on these know-how and intellectual property rights including any patent, trademark, copyright, design or any other intellectual property right at no cost to WARNER.

15.4. WARNER may supply to you or pay for materials which make use of patents, trademarks, copyright, designs or any other intellectual property rights or know-how. The ownership of WARNER materials shall remain with WARNER or WARNER's licensors and may be used by you solely for the purpose of providing the Goods and/or the Services. You shall not use, copy, disclose, reproduce or otherwise commercialise these intellectual property rights, information and materials without first obtaining WARNER's agreement in writing. You agree to return to WARNER all of these items and copies you may have made of them when WARNER requests this of you at no cost to WARNER and in any event immediately as soon as the Conditions are terminated, for whatever reason. You shall comply (and procure compliance) with any branding guidelines, instructions, rules, restrictions, disclaimers and limitations notified by WARNER.

16. Confidentiality

- 16.1. All documents, specifications and any other information which WARNER may supply to you remain WARNER's property. You agree to keep any information you may obtain from WARNER confidential, use solely for the purpose of performing your obligations under these Conditions or a relevant Purchaser Order and not to pass it on to anyone unless WARNER has expressly agreed otherwise in writing or you have a legal obligation to do so or the information is available in the public domain.
- 16.2. Neither you nor WARNER shall publish or cause any public statement to be made about the Conditions without the prior written consent of the other party.
- 16.3. You agree that you will guarantee compliance with clauses 15, 16.1 and 16.2 by your employees, agents and WARNER approved subcontractors.

17. Data protection

Both parties will comply with all applicable requirements of Data Protection Legislation. If either party will process any personal data of the other party other than the other party's business contact information, the parties will separately enter into Warner's data processing agreement in respect of such processing. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Legislation.

18. Advertising

You shall not use any trading relationship between you and WARNER, WARNER's name and trading style or any registered or unregistered trademark which WARNER may use, for any marketing or advertising purposes, without first obtaining WARNER's consent in writing.

19. Past failure to action breach

WARNER reserves the right take action against you if you breach these Conditions even if WARNER has not taken any action against you in the past when you have breached these Conditions.

20. Governing Law & Jurisdiction

- 20.1. These Conditions, any Purchase Order or Special Conditions or separate agreement entered into between you and WARNER and any non-contractual obligations arising out of or in connection with the Conditions, and its validity, construction and effect shall be governed by and construed in accordance with the laws of England and Wales applies, supplemented by the applicable statutory provisions. The application of the UN Convention on the International Sales Goods (CISG – Vienna, 1980) is excluded.
- 20.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the English courts.

21. Enforceability & Severance

If one or more of the provisions of these Conditions shall be held by a court of competent jurisdiction as unenforceable, illegal, void or invalid in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Conditions but the validity and enforceability of the remainder of these Conditions shall not be affected. In such an event, each of the parties shall enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and, to the maximum extent possible, carries out the original intent of the parties as to the point or points in question. In the event of a conflict, the Special Conditions shall take precedence over the Conditions.

22. Notices

- 22.1. Any notice required or permitted to be given by either you or WARNER under the Conditions shall be in writing addressed to the other at its registered office or principal place of business or such other address as may have been notified to the other, and in the case of notices to WARNER, you shall send a copy of the notice to notices_int@warnermusic.com.
- 22.2. Any notice required to be given under the Conditions shall be deemed to have been properly served if delivered personally or sent by registered letter or e-mail to the party concerned at the address referred to in clause 22.1. In the absence of evidence of earlier receipt, any such notice shall be deemed to have been given (i) if left personally, when left at the address referred to in clause 22.1; (ii) if sent by registered post, two days after posting; or (iii) if sent by e-mail, the day of e-mail receipt.

23. Assignment

You shall not be entitled to assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of your rights and obligations under the Conditions and any agreements made under them to any third party without WARNER's prior written consent. If WARNER does grant such consent, you will still be under an obligation to

comply with the Conditions. WARNER may assign its rights and obligations under the Conditions in whole or in part.

24. Independent contractor status

The Parties are independent contractors with respect to each other, and nothing in these Conditions will be construed to place the Parties in the relationship of partners, joint ventures, a trust, employer-employee, fiduciaries or agents.

25. Enforceability by third parties

No provision of these Conditions shall be enforceable by any person other than WARNER and you. Where applicable, it is not intended that any term of these Conditions should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than WARNER and you.

26. Interpretation & Amendments

References to any legislation, statute or statutory provisions shall include a reference to those provisions as amended, replaced or re-enacted in whole or in part or as their application is modified by other provisions from time to time and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision. WARNER shall notify you of any amendments to these Conditions in writing (including by email). The amendments shall be deemed to be approved unless you submit your opposition within six weeks of the notification of the amendments to WARNER. This consequence shall be especially pointed out by WARNER at the notification.

27. Entire agreement

These Conditions, together with any Purchase Order, Special Conditions or separate agreement entered into between you and WARNER and all schedules, addendums, and/or exhibits as are attached hereto, set out the entire agreement between the parties in relation to the subject matter hereof and supersede any prior agreements or arrangements (whether oral or in writing). No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to these Conditions except as expressly stated in a separate binding written agreement between the parties. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Conditions (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in these Conditions.