

## Multivac UK Ltd Conditions for the Sale of Spares and Service

### 1. DEFINITIONS

1.1 In these conditions of sale the following words have the following meanings.

- (a) "binding order" has the meaning given to it in clause 2.4 of these conditions.
- (b) "business day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- (c) "conditions" means these Conditions for the Sale of Spares and Service.
- (d) "contract" means the contract between you and us for the sale of the goods or the provision of services or any combination of the two which comprises the binding order and incorporates these conditions.
- (e) "equipment" means items of machinery or equipment including the tooling (if applicable).
- (f) "goods" means component parts used for the repair or replacement of failed parts of equipment, to be supplied by us under a contract.
- (g) "goods specification" means the technical specification of the goods.
- (h) "intellectual property" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (i) "manufacturer" means the manufacturer of the goods .
- (j) "materials" means goods which are used by the equipment to manufacture packaging which are not spare parts.
- (k) "order" means your purchase order form or your written acceptance of our quotation.
- (l) "services" means the services which we are to provide under the contract.
- (m) "services specification" means the specification of the services.
- (n) "us" "we" "our" means Multivac UK Ltd (which shall include our employees and sub-contractors).
- (o) "you" "your" means the person who accepts our quotation or whose order is accepted by us.
- (p) "intellectual property" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (q) "warranty start date" means in the case of spare parts, the date of delivery of those spare parts.
- (r) "warranty period" the period of six (6) months commencing on the warranty start date.

1.2 The headings used in these conditions are for convenience only and shall not affect their interpretation.

1.3 If there is any conflict between these conditions and a binding order, the terms of the binding order shall prevail.

### 2. THE AGREEMENT

2.1 Subject to these conditions, we shall supply and you shall purchase such quantities of goods as are the subject of a contract.

2.2 A contract shall come into existence on the date an order becomes binding on you and us in accordance with clause 2.4 of these conditions. For the avoidance of doubt, any verbal agreements made between you and one or more of our members of staff or representatives in relation to the goods shall not be binding upon you or us unless you and we subsequently enter into a binding order in relation to those services. All contracts made by us shall be deemed to incorporate these conditions. Each binding order forms a separate contract between the parties.

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- 2.3 These conditions shall apply to the provision of the goods and shall override and take the place of any other terms and conditions in any document or other communication used by you in concluding the contract with us.
- 2.4 An order shall be binding when it is accepted or deemed to be accepted by each of you and us in accordance with this clause 2.4 and is referred to in these conditions as a "binding order". An order shall be accepted or deemed to be accepted on the earlier of: (a) the date we confirm we accept the order; or (b) the date we commence fulfilling the order. No quotation issued by us shall constitute an offer which is capable of acceptance by you.
- 2.5 Each quotation is valid for a period of 28 days after the date the quotation is issued by us, or such other date set out in the quotation.
- 2.6 If you wish to cancel or rearrange a service visit, you must give us at least two full working days' notice prior to the date of the scheduled visit. You may not cancel or withdraw a binding order for any other goods or services without our written permission and your agreement to meet any costs incurred by us up to the date of termination (including any costs incurred by us in anticipated performance of the binding order).
- 2.7 We may cancel or withdraw a binding order without liability or obligation to you if: (a) we are not able to source the goods the subject of the order from the manufacturer; or (b) we are not able to provide the services the subject of the binding order for any reason.
- 2.8 Subject to clause 2.7, we shall sell and you shall purchase the goods and services in accordance with our quotation accepted by you or your order accepted by us.

### 3. PRICE

- 3.1 You agree to pay us the price in accordance with clause 4.
- 3.2 Save for services comprising the proactive maintenance plan (in respect of which the price is fixed for the term of such plan), unless otherwise expressly stated in writing by us, the price stated in the contract is subject to variation to take account of changes in manufacturer's prices and other costs incurred by us in fulfilling the contract and, where relevant, changes in rates of exchange, service and/or call out rates, freight and insurance charges and import and export duties and tariffs, in each case between the date the binding order comes into existence and the date of delivery. We will give you written notice of any increase in price.
- 3.3 No deduction from or delay in payment of the price is permitted, including (without limitation) in respect of set-offs or counter-claims, unless previously agreed by us in writing.
- 3.4 Unless otherwise stated, the price is exclusive of delivery costs and VAT.

### 4. PAYMENT

- 4.1 Unless otherwise agreed in writing, we will invoice you for the price on the day we deliver the goods or provide the services in accordance with the contract. Payment of each invoice issued by us shall be due within 30 days from the invoice date.
- 4.2 Time for payment shall be of the essence and if any sum owed by you to us is overdue then, without limiting our other rights and remedies under these conditions or at law, we shall be entitled to:
- (a) interest and compensation as provided for under the Late Payment of Commercial Debts (Interest) Act 1998;
  - (b) suspend deliveries of any goods and services the subject of the contract; and/or
  - (c) suspend performance of any other contract agreed between you and us under these conditions or otherwise,
- in each case until such time as all outstanding sums owing by you to us are received by us in cash or cleared funds.

### 5. DELIVERY OF GOODS AND SERVICES, PASSING OF PROPERTY AND RISK

- 5.1 Any period or times stated for delivery of the goods or the provision of the services (including installation) are to be regarded as estimates only. Whilst we will do our best to keep to such periods and times, no guarantee is given and we accept no responsibility for any loss or damage suffered by you or a third party resulting from delay. You do not have any right to cancel a contract, refuse to accept delivery or pay the price for any goods and/or services the subject of the delay.
- 5.2 We will deliver the goods to and/or perform the services at the agreed location (as set out in the contract). Delivery of goods will take place when we place the goods at your disposal at the agreed delivery location.
- 5.3 Ownership of the goods shall not pass to you until we have received the price in full in cash or cleared funds in accordance with these conditions.
- 5.4 The risk in the goods shall pass to you on delivery.

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5.5 Until title to the goods has passed to you, you shall:

- (a) store the goods separately from all other goods held by you so that they remain readily identifiable as our property;
- (b) not remove, deface or obscure any identifying mark on the goods;
- (c) maintain the goods in satisfactory condition and keep them insured on our behalf for their full price against all risks with a reputable insurer. You shall obtain an endorsement of our interest in the goods on your insurance policy, subject to the insurer being willing to make the endorsement. On request you shall allow us to inspect goods and the insurance policy;
- (d) give us, upon demand, such information as you may reasonably require from time to time relating to:
  - (i) the goods; and
  - (ii) your ongoing financial position.

5.6 If before title to the goods passes to you, you become subject to any of the events listed in clause 12.1c, then, without limiting any other right or remedy that we may have:

- (a) your right to use the goods in the ordinary course of your business will immediately cease without notice from us; and
- (b) we may at any time require you to deliver up any goods in your possession that have not been irrevocably incorporated into another product and if you fail to do so promptly, we may enter your premises or that of any third party where the relevant goods are stored to recover them.

## 6. DESCRIPTIONS, YOUR RESPONSIBILITIES AND EXCLUSIONS

6.1 Subject to clause 6.2, the description of the goods and services, as set out in our quotation, the binding order and/or the goods specification and services specification, is deemed to be exhaustive. No other descriptions of or prices relating to the goods or services (whether on our website, within any of our catalogues, technical circulars, price lists or other literature published by us or on our behalf) are binding on us and are subject to change at our discretion. If there is any conflict or ambiguity between these documents, the following order of priority shall determine which documents shall prevail: goods specification and services specification, our quotation, the binding order.

6.2 We shall have the right to make any changes to the services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or the quality of the services.

6.3 You shall be responsible for ensuring that the goods and services ordered are fit for your intended purpose. Our technical support teams will assist you in selecting the correct parts for equipment.

6.4 You acknowledge and accept that we shall not be liable to you in the event that we are unable to supply the goods and/or perform the services for any reason as a result of any act, default or negligence of you or your staff. You also acknowledge and accept that you are solely responsible for ensuring that the agreed location to which the goods are to be delivered and/or the services are to be performed, is fit for purpose.

6.5 We shall not be responsible for the items listed in this clause, which shall be your sole responsibility. Any delay in the provision or performance of any of these items may delay our ability to provide the goods or perform the services in accordance with the contract and you shall reimburse us immediately on demand for any loss, damage, charges, expenses and other costs (including storage costs) we incur as a result:

- (a) connection and supply lines to the connecting points of the goods on your site for utilities such as process gases, cooling water, compressed air and exhaust pipes etc.; wiring and tubing of any peripheral hardware;
- (b) any on-site inspection required to check that your site fulfils the safety regulations and/or any other legal requirements for the operation of the goods;
- (c) any on-site inspection of the ambient temperature and humidity at the installation site;
- (d) un-crating of the goods at the delivery location and removal of crating material; and/or
- (e) safe disposal of packaging material, waste products and similar items (including provision of sufficient and adequate waste containers).

6.6 If, during a service visit, our technician becomes aware that any of the equipment is in need of additional goods and/or services (including repairs or replacement parts) not forming part of the contract the technician will not be able to provide such goods and/or services unless we agree a further contract with you. Additional goods and services will be subject to standard charges and availability. We cannot guarantee to provide such additional goods and/or services during the service visit at which the need for the same is identified. It may be necessary to agree on a separate service visit.

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- 6.6 You will allow our technicians reasonable time and opportunity to perform the services which shall include free and unhindered access to the equipment, which must not be in production, at any time during the service visit. If our technicians are unable to provide all or any of the services on the day of the service visit, and a further service visit is required, it will be arranged at a mutually agreed time. Should the rearranged visit be due to in whole or part to your failure to provide our technicians with reasonable time and opportunity to perform the services, we reserve the right to invoice you for additional charges at our standard hourly rates for the completion of the services.
- 6.7 You will provide a reasonable level of labour assistance, ensure suitable lifting equipment is available and provide lubricants, as required by our technicians to provide the goods and perform the services.
- 6.8 For each service visit, we will provide you with a service report detailing the work performed, spares supplied and any further work we think you should arrange to have carried out.

### 7. WARRANTY

- 7.1 Subject to the remaining provisions of this clause 7 we warrant that on the warranty start date and for the warranty period, the goods shall:
- (a) conform in all material respects with the goods specification;
  - (b) be free from material defects in design, material and workmanship; and
  - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 7.2 Save as set out in clause 7.1 you acknowledge and accept that we have made no warranties or representations in relation to the goods and/or services, including (without limitation) their fitness for any particular purpose, unless expressly set out in a binding order.
- 7.3 Subject to clause 7.4, if you believe that all or any of the goods do not comply with the warranty set out in clause 7.1 at any time during the warranty period:
- (a) you shall notify us in writing within 3 business days of the goods are delivered to you in accordance with clause 5 (in the case of defects which are apparent upon visual inspection) or, in respect of latent defects, within 3 working days of your discovery of the same;
  - (b) you shall give us a reasonable opportunity of examining such goods; and
  - (c) you (if we ask you to do so) shall return such goods to our place of business at our cost,
- and, subject to you performing your obligations in accordance with this clause 7.3, if we agree that such goods fail to comply with the warranty set out in clause 7.1 during the warranty period we shall either, at our option, repair or replace the defective goods (unless we are prevented by any applicable law from doing so), or refund the price of the defective goods in full.
- 7.4 We shall not be liable for any goods which fail to comply with the warranty set out in clause 7.1 at any time outside the warranty period or if we believe (acting reasonably) that:
- (a) the defect has arisen because of improper installation or start-up of the goods by you or a third party;
  - (b) the defect has arisen because you failed to follow our oral or written instructions as to the storage, installation, use and maintenance of the goods or (if there are none) good industry practice regarding the same;
  - (c) the defect has arisen due to corrosion or fair wear and tear of the goods which for the avoidance of doubt shall include all knives and gaskets;
  - (d) the defect has arisen because you used the goods in a way not notified to us at the time we entered into the contract or subsequently approved in writing;
  - (e) the defect has arisen because you altered or repaired the goods without our prior written consent or, where we granted prior written consent, you have not followed our instructions;
  - (f) the defect has arisen because you used non-compatible materials with the goods;
  - (g) the defect has been caused or contributed to by materials or products not supplied by us;
  - (h) your failure to regularly inspect and/or test the goods and/or your continuous use of goods with a known defect/failure has led to a defect/failure of the goods;
  - (i) the defect has arisen as a result of wilful damage, negligence, or abnormal storage or working conditions;

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- (j) the defect has arisen because of any electronic or chemical impacts, abnormal temperatures, meteorological conditions or any other similar or natural circumstances not attributable to us;
- (k) the defect has arisen because you did not grant us a reasonable time in order to make necessary repairs and/or supply replacements where told you it was necessary;
- (l) the goods differ from the goods specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

7.5 Except as provided in this clause 7, we shall have no liability to you in respect of the goods' failure to comply with the warranty set out in clause 7.1.

### 8. LIMITATION OF LIABILITY

8.1 Each of the sub-clauses in this clause 8 are to be treated as separate and independent.

8.2 Nothing in these conditions shall be deemed to exclude or limit our liability for death or personal injury resulting from negligence or fraudulent misrepresentation or for any other liability which we cannot exclude or limit by law.

8.3 Subject to clause 8.2 we shall not in any circumstances be liable to you in respect of any loss of profit, revenue, goodwill, reputation, sales, contracts, savings, products, production or other pure financial loss that you suffer or for any indirect and/or consequential loss or damage, whether arising in contract, tort (including negligence), misrepresentation, restitution or otherwise breach of statutory duty or otherwise, in connection with any goods sold to you pursuant to a contract.

8.4 Subject to clause 8.2 our total liability to you in relation to a contract, howsoever arising, shall be limited to the price payable by you pursuant to the contract.

8.5 Save as expressly stated herein or in the guarantee supplied with the goods and/or services, all warranties and conditions whether express or implied by statute (including in particular Section 13, 14 and 15 of the Sale of Goods Act 1979), usage, trade custom or otherwise relating to the quality or nature of the goods and/or services or their life or wear or fitness for any particular purpose or use under any specific conditions are hereby expressly excluded.

8.6 We shall not in any circumstances be liable to you under any contract once the limitation period applicable to a specific legal course of action has expired

### 9. HEALTH AND SAFETY

9.1 You shall:

- (a) ensure that the equipment is safe for the use for which it is intended;
- (b) obtain at your own expense all licences, permits and consents necessary for the receipt, operation, use and maintenance of the equipment;
- (c) only make use of the equipment for the purposes for which it is designed; and
- (d) comply with all regulations and practices in force or use in the territory where the equipment is operated in relation to the operation of such equipment.

9.2 You will ensure that only fully trained staff use and operate the equipment and goods and in accordance with any relevant operating manuals.

9.3 You will be required to ensure that a nominated member of your staff is on site during the hours in which our technicians are on your site to prevent any lone working and/or to assist in the event of an accident.

9.4 We shall ensure that our technicians will observe and comply with industry standard health and safety rules and regulations while on your site and, when notified by you in advance, any of your health, safety and security policies and procedures applicable to that site.

9.5 We reserve the right to instruct our technicians not to attend, or to leave your site, should we feel that adequate health and safety precautions are not in place or being adhered to.

### 10. FORCE MAJEURE

10.1 Force majeure event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, lightening, storm, typhoon, tornado, drought, earthquake, landslide, soil erosion, subsidence, washout or other natural disaster;
- (b) epidemic or pandemic;

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- (c) terrorist attack, civil war, civil commotion, disturbance or riots, blockade, war (whether declared or undeclared), threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, acts of terrorism, insurrection, military uprising or act of public enemy;
  - (d) fire, explosion, nuclear, chemical or biological contamination or sonic boom;
  - (e) any laws, rules, regulations, orders of any governmental authority or any action taken by a government or public authority, or compliance with them including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent;
  - (f) collapse of buildings, fire, explosion or accident;
  - (g) any labour or trade dispute, strikes, industrial action or lockouts;
  - (h) non-performance by suppliers or subcontractors; and
  - (i) transport accidents or incidents, interruption or failure of utility service.
- 10.2 Provided it has complied with clause 10.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this contract by a force majeure event (affected party), the affected party shall not be in breach of this contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 10.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the affected party.
- 10.4 The affected party shall:
- (a) as soon as reasonably practicable after the start of the force majeure event, notify the other party in writing of the force majeure event, the date on which it started, its likely or potential duration, and the effect of the force majeure event on its ability to perform any of its obligations under the contract; and
  - (b) use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All intellectual property subsisting in the goods and/or services belongs to us or the manufacturer.
- 11.2 You shall immediately notify us in writing giving full particulars if any of the following matters come to your attention:
- (a) any actual, suspected or threatened infringement of the intellectual property rights in the goods and/or services (or any part of them) by a third party; or
  - (b) any claim made or threatened against you that your possession or use of all or any of the goods and/or your receipt of the services in whole or part in accordance with these conditions infringes the intellectual property rights of any third party which may give rise to a claim by you against us under the indemnity at clause 11.3).
- 11.3 If a court of competent jurisdiction determines that your possession or use of the goods or your receipt of the services in accordance with these conditions and the relevant goods specification and services specification infringes the intellectual property rights of any third party we shall indemnify you against all liabilities, costs and expenses you suffer or incur arising out of such infringement provided that you have complied with clause 11.2 and 11.4.
- 11.4 In respect of any of the matters listed in clause 11.3 above, you shall:
- (a) enable us, at our absolute discretion, to decide what action to take, if any;
  - (b) enable us to have exclusive control over and conduct of all claims and proceedings;
  - (c) make any admissions of liability other than to us or otherwise compromise the claim and shall provide us with all assistance that we may reasonably require in the conduct of any claims or proceedings.
- 11.5 If any claim is made, or likely to be made, under clause 11.3 above, we may at our sole option and expense:
- (a) procure the right for you to continue to use the goods and/or receive the services the subject of the claim;
  - (b) modify the goods and/or services the subject of the claim so that they cease to be infringing provided that the modified goods and/or services shall comply in all material respects with the contract;

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- (c) terminate the contract immediately in respect of the goods and/or services the subject of the claim by notice in writing to you and refund the price paid in relation to such goods and/or services (upon your return of the goods to us).

11.6 We shall not in any circumstances have any liability for any claim of infringement of intellectual property rights:

- (a) if you do not grant us a reasonable time in order to take the actions set out in clause 11.5 above;
- (b) if the actions set out in clause 11.5 above are economically unreasonable, cannot be realised within a reasonable period or are not permitted by law; or
- (c) you do not comply with clauses 11.2 and 11.4 above.

## 12. TERMINATION

12.1 Without prejudice to any other rights we have at law or under the contract, we may by notice in writing to you, terminate any contract forthwith or suspend any further deliveries or provision of services under the contract, without any liability to you if:

- (a) You fail to pay any undisputed amount due under a contract on the due date for payment and remain in default not less than 14 days after being notified in writing to make payment;
- (b) You shall commit any breach of any of the terms of any contract with us PROVIDED if such breach is in our opinion remediable that we have previously given you notice thereof and the same had not been remedied within seven days thereafter; or
- (c) You become subject to any of the events listed below or we reasonably believe that you are or about to become subject to them:
  - (i) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or you admit inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; or
  - (ii) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors; or
  - (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up; or
  - (iv) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you; or
  - (v) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
  - (vi) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
  - (vii) you take any step or action in connection with a moratorium;
  - (viii) one of your creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or
  - (ix) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(c) (i) to clause 11.1(viii) (inclusive); or
  - (x) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business; or
  - (xi) your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the contract are in jeopardy.

12.2 We may suspend or terminate all or any contracts in accordance with clause 4.2 (c), if any of the circumstances in clause 12.1 apply, or in the event that you undergo a change of control (as defined by section 1124 of the Corporation Tax Act 2010).

12.3 Each contract shall expire on the date that the parties have performed all of their obligations under the contract.

12.4 Termination or expiry of a contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of the contract that existed at or before the date of termination or expiry.

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### 13. GENERAL

- 13.1 All contracts shall be governed by and construed in accordance with English Law and all disputes arising under such contracts shall be submitted to the exclusive jurisdiction of the English courts.
- 13.2 The parties to the contract do not intend that any term of the contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.3 You may not assign, subcontract or otherwise deal with any of your rights or obligations under the contract without our prior written permission.
- 13.4 The contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given on our behalf which is not set out in the contract.
- 13.5 No waiver of any right or remedy under these conditions or by law shall be effective unless given in writing and shall not affect any subsequent right or remedy.
- 13.6 A failure or delay by us to exercise any right or remedy provided under these conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise by us of any right or remedy provided under these conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.7 Except as set out in these conditions no variation of the contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.
- 13.8 Any notice given to a party under the contract shall be in writing and addressed to that party at its registered office or principal place of business (if not a company) and shall be delivered and addressed as follows:
- (a) by hand or commercial courier when left at the address ;
  - (b) by prepaid first class post or recorded delivery at 9.00am on the second working day after posting.
- 13.9 If any court or competent authority finds that any provision of the contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the contract shall not be affected. If any invalid, unenforceable or illegal provision of the contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.