

TERMS AND CONDITIONS

The customer's attention is drawn in particular to the provisions of Condition 11.

1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions** In these Conditions, the following definitions apply:

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with Condition 13.3;
Contract	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions;
Customer	the person or firm who purchases the Goods from the Supplier
Force Majeure Event	has the meaning given in Condition 12;
Goods	the goods (or any part of them) set out in the Order;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, moral 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 trade secrets 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;
Order	the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be;
Specification	any specification for the Goods, including any related plans and drawings, that is set out in the Order; and
Supplier	GSPK Circuits Limited (registered in England and Wales with company number 03085850).

1.1 **Interpretation** In these Conditions, the following rules apply:

- 1.1.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.1.2 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; and

1.1.3 a reference to **writing or written** includes faxes and e-mails.

2 BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. Once the Contract comes into existence, the Customer shall not cancel or vary the Order without the Supplier's express written consent. The Supplier reserves the right to charge the Customer reasonable cancellation charges in the event of any such cancellation.

2.4 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 Any quotation given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document that is inconsistent with these Conditions.

3 GOODS

3.1 The Goods are described in the Specification.

3.2 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4 DELIVERY (WITHIN THE UK)

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

- 4.3 The Customer shall provide all necessary delivery instructions, documents, licences, authorisations, labour and equipment to enable the Goods to be safely unloaded at the Delivery Location and shall ensure that each delivery of Goods is signed for by an authorised representative.
- 4.4 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready or the Supplier is unable to deliver them due to the Customer's breach of Condition 4.3 then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- 4.7.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.9 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the relevant invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered within seven days of the date of delivery.
- 4.10 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 EXPORT

- 5.1 This Condition 5 only applies where the Supplier has agreed to take responsibility for export of the Goods and the relevant Incoterm 2020 will be included in the Supplier's quotation. The relevant Incoterm 2020 is incorporated into the terms of the Contract.

- 5.2 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 5.3 The Supplier shall deliver the Goods to the Delivery Location at any time after the Supplier notifies the Customer that the Goods are ready.
- 5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.6 If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready or the Supplier is unable to deliver them due to the Customer's failure to provide the necessary delivery instructions, documents, licences, authorisations, labour and equipment then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 5.6.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- 5.6.2 the Customer shall be responsible for all costs and expenses (including insurance) related to storage.
- 5.7 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5.8 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the relevant invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered within seven days of the date of delivery.
- 5.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6 QUALITY

- 6.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

- 6.1.1 conform in all material respects with the Specification; and
- 6.1.2 be free from material defects in material and workmanship.
- 6.2 The Customer acknowledges that they are responsible for any and all elements in the design of the Goods and ensuring that the Goods are fit for any intended purpose.
- 6.3 Subject to Condition 6.4, if:
 - 6.3.1 the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Condition 6.1;
 - 6.3.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 6.3.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.4 The Supplier shall not be liable for any Goods' failure to comply with the warranty set out in Condition 6.1 in any of the following events:
 - 6.4.1 the Customer makes any further use of such Goods after giving notice in accordance with Condition 6.3;
 - 6.4.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 6.4.3 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - 6.4.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 6.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 6.4.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.5 Except as provided in this Condition 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Condition 6.1.
- 6.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7 TITLE AND RISK

- 7.1 Risk in the Goods shall pass to the Customer on completion of delivery of such Goods.

- 7.2 Title to the Goods shall pass to the Customer upon:
- 7.2.1 the Supplier receiving payment in full (in cash or cleared funds) for:
- (a) the Goods; and
 - (b) any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 7.2.2 the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer at the time specified in Condition 7.4.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 store the Goods for which it has not paid separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for
 - 7.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in Condition 10.1;
 - 7.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time; and
 - 7.3.6 permit or procure permission for the Supplier, its agents and authorised representatives to enter any premises of the Customer or of any third party where the Goods are stored in order to inspect whether the Customer is in compliance with this Condition 7.3 and/or recover the Goods.
- 7.4 Subject to Condition 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 7.4.1 it does so as principal and not as the Supplier's agent; and
 - 7.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 If before title to the Goods passes to the Customer the Customer becomes subject to an Insolvency Event as defined in Condition 10.1, then, without limiting any other right or remedy the Supplier may have:
- 7.5.1 the Customer must immediately notify the Supplier of the event;
 - 7.5.2 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 7.5.3 the Supplier may at any time:

- (a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8 INTELLECTUAL PROPERTY

- 8.1 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Goods are and shall remain the sole property of the Supplier or (as the case may be) the third party rights owner.
- 8.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify, keep indemnified and hold harmless the Supplier from and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation whether arising in tort (including negligence), in contract or otherwise and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier as a result of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This Condition 8.2 shall survive termination of the Contract.
- 8.3 The Supplier may inform third parties that it provides or has provided the Goods to the Customer. The Customer licenses the Supplier to use its name and logo(s) for this sole purpose.

9 PRICE AND PAYMENT

- 9.1 The price of the Goods shall be the price set out in the Order.
- 9.2 The Supplier may, by giving notice to the Customer at any time prior to delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 9.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs);
 - 9.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 9.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 9.3 The price of the Goods may vary from contract to contract, even where the Specification and quantity is the same, owing to any one or more of the factors as set out in Condition 9.2.1.
- 9.4 The price of the Goods is exclusive of:
 - 9.4.1 the costs and charges of packaging, insurance and transport of the Goods, which the Customer shall pay to the Supplier; and

- 9.4.2 amounts in respect of value added tax (**VAT**), which the Customer shall pay to the Supplier at the prevailing rate, subject to receipt of a valid VAT invoice.
- 9.5 The Supplier may invoice the Customer for the Goods on or at any time after the Goods are despatched by the Supplier.
- 9.6 The Customer shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated unless otherwise agreed in writing by the parties. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 9.7 Payment shall fall due in accordance with Condition 9.6 and the Supplier shall accordingly be entitled to sue for the price once it is due, despite the fact that title to the Goods has not passed to the Customer.
- 9.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies, set *off* any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10 TERMINATION AND SUSPENSION

- 10.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 10.1.1 the Customer (being a body corporate) is declared or becomes insolvent, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, or takes or suffers any similar action in any jurisdiction or any step is taken (including the making of an application, the entering into of a board resolution or the giving of any notice) by it or by any other person in respect of any of these circumstances (an Insolvency Event);
- 10.1.2 the Customer (being an individual) is declared bankrupt, enters into any composition or arrangement with his creditors, has a receiver appointed to any of his assets, or ceases to carry on business, or takes or suffers any similar action in any jurisdiction or any step is taken (including the making of an application or the giving of any notice) by him or any other person in respect of any of these circumstances (also an Insolvency Event) (or, the Customer being a partnership, has a partner to whom any Insolvency Event applies); or
- 10.1.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 10.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the

Customer becomes subject to an Insolvency Event, or the Supplier reasonably believes that the Customer is about to become subject to an Insolvency Event, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

- 10.3 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- 10.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 10.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11 LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 11.1.2 fraud or fraudulent misrepresentation;
- 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 11.1.4 defective products under the Consumer Protection Act 1987; or
- 11.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 Subject to Condition 11.1:

11.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for:

- (a) any indirect, special, consequential or pure economic loss or damage;
- (b) any loss of profits, anticipated profits, revenue or business opportunities; or
- (c) damage to goodwill

(in each case arising as a direct or indirect result of the relevant claim); and

11.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 125% of the price of the Goods.

12 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event which hinders, delays or prevents performance of a party's obligations and which is either beyond that party's reasonable control, which by its nature could

not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure or interruption of energy sources, other utility service or transport network, acts of God, war, threat of or preparation for war, armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, sanctions, embargo, export or import restriction, quota or prohibition, breaking off of diplomatic relations, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structures, fire, flood, drought, storm, earthquake, volcanic eruption, loss at sea, epidemic, pandemic or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13 GENERAL

13.1 Assignment and other dealings

13.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

13.2 **Entire agreement** The Contract (incorporating these Conditions) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

13.3 **Variation** 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 the Supplier.

13.4 The Customer shall not vary the Contract or the Goods except as directed in writing by the Supplier or with the Supplier's prior written consent.

13.5 **Waiver** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.6 **Severance** If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

13.7 Notices

13.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of

business (in any other case); or (ii) sent by fax to its main fax number; or (iii) sent by email to the email address specified in the Order.

- 13.7.2 Any notice shall be deemed to have been received:(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the correct address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; and (iii) if sent by fax or email, at 9.00am on the next Business Day after transmission.
- 13.7.3 This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.8 **Third party rights** No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.
- 13.9 **Relationship** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Supplier and the Customer, constitute either party the agent of the other party or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 13.10 **Governing law** The Contract 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, and construed in accordance with the law of England and Wales.
- 13.11 **Jurisdiction** The Customer irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Condition shall limit the Supplier's right to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.