

Terms and Conditions of Purchase

1. INTERPRETATION

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

"**Bribery Laws**" the Bribery Act 2010.

"**Business Day**" a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"**Business Hours**" 9am to 5pm on a Business Day.

"**Completion Date**" the date for completion of the Services as set out in the Order.

"**Conditions**" the terms and conditions set out in this document.

"**Contract**" the contract between the Customer and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

"**Customer**" Altecnic Limited of Mustang Drive, Stafford, Staffordshire ST16 1GW (registered in England and Wales with company number 02095101).

"**Customer Materials**" has the meaning set out in clause 11 (Customer Materials).

"**Goods**" the goods (or any part of them) set out in the Order.

"**Deliverables**" all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"**Goods Specification**" any description or specification for the Goods, including any related plans and drawings, that is supplied to the Supplier by the Customer, or produced by the Supplier and agreed in Writing by the Customer.

"**Intellectual Property Rights**" all patents, copyright, design rights, trade marks (whether registered or unregistered), skill, know-how and/or any other intellectual property rights, whether existing now or in the future, wherever existing in the world, together with the right to apply for protection of the same.

"**Mandatory Policies**" the following policies of the Customer, as updated by notification to the Supplier from time to time:

- Supplier Code of Conduct
- Privacy Policy
- General Supply Requirements – Packaging and Labelling

"**Order**" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or in the Customer's Written acceptance of the Supplier's quotation as the case may be.

"**Services**" the services (if any), including any Deliverables, to be provided by the Supplier to the Customer under the Contract as set out in the Service Specification.

"**Service Specification**" any description or specification for the Services, including any related plans and drawings, that is supplied to the Supplier by the Customer, or produced by the Supplier and agreed in Writing by the Customer.

"**Supplier**" the company, person, firm or other organisation from whom the Customer purchases the Goods and/or Services.

"**Writing**" and "**Written**" includes emails but excludes fax.

2. BASIS OF CONTRACT

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by the Customer to purchase the Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.3. The Order shall be deemed to be accepted on the earlier of:
 - 2.3.1. the Supplier issuing a written acceptance of the Order; and
 - 2.3.2. the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.
- 2.4. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5. No terms and/or conditions endorsed upon, delivered with or contained in the Supplier's quotation, tender, acknowledgement or acceptance of Order, Goods Specification, Service Specification or similar document will form part of these Conditions and the Supplier waives any right which it otherwise might have to rely on such terms and/or conditions and no other variation will bind the Customer unless contained on the Order and executed by a duly authorised person within the Customer.

3. SUPPLY OF GOODS

- 3.1. The Supplier warrants that the Goods shall:
 - 3.1.1. conform with their description and any applicable Goods Specification;
 - 3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, (as amended)) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - 3.1.3. where they are manufactured products, be free from defects in design, material and workmanship and remain so for 36 months after delivery or 24 months after first use, whichever occurs first;
 - 3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, statements of origin, handling and delivery of the Goods and with the Mandatory Policies and shall provide the Customer, upon request, with accurate and up to date evidence and details of such full compliance.
- 3.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods. In addition, the Supplier shall ensure it provides the Customer with a reliable and up to date statement on origin in accordance with applicable statutory and regulatory requirements upon request from the Customer and shall, for a minimum of four years after that statement on origin was made out, keep a copy of the statement and all other records demonstrating that the product satisfies the requirements to obtain originating status.
- 3.3. The Customer shall have the right to inspect and test the Goods at any time before delivery and the Supplier shall co-operate with the Customer to enable the same.
- 3.4. If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier as soon as reasonably practicable thereafter and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5. If the Supplier fails to ensure compliance pursuant to clause 3.4 above, the Customer shall be entitled to immediately cancel the Contract without liability.
- 3.6. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

- 4.1. Time for delivery shall be of the essence.
- 4.2. The Supplier shall ensure that:
 - 4.2.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.2.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.2.3. if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.3. The Supplier shall deliver the Goods:
 - 4.3.1. on the date specified in the Order, or, if no such date is specified, as otherwise agreed in writing between the Parties;
 - 4.3.2. to the Customer's premises or such other location as is set out in the Order, or as instructed by the Customer prior to delivery ("**Delivery Location**");
 - 4.3.3. during the Customer's Business Hours, or as instructed by the Customer.
- 4.4. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.5. If the Supplier:
 - 4.5.1. delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
 - 4.5.2. delivers more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.6. The Supplier shall not deliver the Goods in instalments without the Customer's prior Written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.
- 4.7. Any signature on the Customer's behalf on receipt of any Goods is only confirmation that a certain number of packages have been delivered. It is not confirmation that the Goods delivered are of the correct quantity, quality, specification, materials, design and/or workmanship.

5. SUPPLY OF SERVICES

- 5.1. The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3. In providing the Services, the Supplier shall:
 - 5.3.1. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - 5.3.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

- 5.3.4. ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- 5.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship installation and design;
- 5.3.7. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 5.3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 5.3.9. not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- 5.3.10. comply with any additional obligations as set out in the Service Specification.

6. REMEDIES

- 6.1. If the Goods are not delivered on the date they are due as referred to in clause 4, or the Services are not performed by the applicable date then, without limiting or affecting any of its other rights or remedies, the Customer shall have the right to any one or more of the following rights and remedies, whether or not it has accepted the Goods:
 - 6.1.1. to terminate the Contract with immediate effect and without liabilities by giving written notice to the Supplier;
 - 6.1.2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.3. to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party; and
 - 6.1.4. to require a refund from the Supplier of sums paid in advance for the Services that the Supplier has not provided and/or Goods that it has not delivered;
 - 6.1.5. to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 6.2. The Customer shall have the right to reject any Services performed by the Supplier which are not provided in accordance with the Contract provided always that such rejection is notified to the Supplier within 30 days from the Completion Date. The Customer shall not be deemed to have accepted the adequacy and quality of performance of the Services until expiry of the Completion Date.
- 6.3. If the Goods are not delivered on the due date as referred to in clause 4 and/or the Services are not, in the Customer's opinion, satisfactorily completed by the Completion Date, then without prejudice to any other right or remedy which the Customer may have the Customer may at its option claim or deduct 5 per cent of the price of the Goods and/or Services for each week's delay in delivery by way of liquidated damages, up to a maximum of 20 per cent of the total price of the Goods and/or Services. If the Customer exercises its rights set out in clause 6.1 in relation to the Goods, it shall not be entitled to any of the remedies under this clause 6.3 in respect of late delivery (but such remedies shall be available in respect of the Goods' condition). If the Customer exercises its rights set out in clause 6.5 in relation to the Services, it shall not be entitled to any of the remedies under this clause 6.3 in respect of late performance.
- 6.4. If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
 - 6.4.1. to terminate the Contract with immediate effect and without liabilities by giving written notice to the Supplier;

- 6.4.2. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 6.4.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.4.4. to withhold payment due to the Supplier or recover a sum of money due from the Supplier, or any portion thereof, or any sums that are allowable to the non-conforming Goods where the non-conforming Goods are solely as a result of the acts or omissions of the Supplier, its agents and/or sub-contractors;
- 6.4.5. to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- 6.4.6. to claim damages for any additional costs, loss, levies or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1
- 6.5. Without limiting or affecting any other rights or remedies that the Customer may have, if the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 and/or if the Customer rejects the Services, then the Customer may:
 - 6.5.1. terminate the Contract with immediate effect and without liabilities by giving written notice to the Supplier;
 - 6.5.2. return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 6.5.3. request that the Supplier promptly re-performs the Services and carries out any additional work to ensure that the Contract is fulfilled, at the expense of the Supplier or that the Supplier provides a full refund of the price paid for the Services (if paid);
 - 6.5.4. refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 6.5.5. recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party;
 - 6.5.6. claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 5.3.4;
 - 6.5.7. withhold payment due to the Supplier or recover as a sum of money due from the Supplier, or any portion thereof, or any sums that are allowable to the non-conforming part of the Services where the non-conforming part is solely as a result of the acts or omissions of the Supplier, its agents and/or sub-contractors.
- 6.6. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.7. The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. CUSTOMER'S OBLIGATIONS

- 7.1. The Customer shall:
 - 7.1.1. provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
 - 7.1.2. provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8. INDEMNITY

- 8.1. The Supplier shall keep the Customer indemnified in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, levies, and legal costs (calculated on a full indemnity basis) and all other professional fees and expenses) awarded against or incurred or paid by the Customer as a result of or in connection with:
 - 8.1.1. any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents and/or subcontractors;

- 8.1.2. any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);
- 8.1.3. any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents and/or sub-contractors;
- 8.1.4. any claim made against the Customer by a third party for damage to property arising out of, or in connection with, defects in Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the Supplier, its employees, agents and/or subcontractors;
- 8.1.5. any breach of warranty given by the Supplier in relation to the Goods and/or Services.
- 8.2. This clause 8 shall survive termination of the Contract.
- 8.3. The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 8.4. Notwithstanding any other provisions of the Contract, the liabilities of both parties shall not be limited in any way in respect of the following:
 - 8.4.1. death or personal injury caused by negligence;
 - 8.4.2. fraud or fraudulent misrepresentation;
 - 8.4.3. any other losses which cannot be excluded or limited by any applicable law.

9. TITLE AND RISK

- 9.1. Title and risk in the Goods shall pass to the Customer on completion of delivery.

10. PRICE AND PAYMENT

- 10.1. The price for the Goods shall be the price set out in the Order and shall be fixed for the duration of the Order, unless otherwise agreed in Writing between an authorised person of the Customer and the Supplier and shall be:
 - 10.1.1. exclusive of amounts in respect of value added tax ("VAT") (which the Customer shall pay subject to receipt of a valid VAT invoice); and
 - 10.1.2. inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in Writing and signed by the Customer.
- 10.2. The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in Writing by the Customer, the charges shall be:
 - 10.2.1. exclusive of amounts in respect of VAT (which the Customer shall pay subject to receipt of a valid VAT invoice); and
 - 10.2.2. inclusive of every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 10.3. In respect of the Goods, the Supplier may invoice the Customer on or at any time after the completion of delivery. In respect of Services, the Supplier may invoice the Customer on completion of the Services.
- 10.4. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.
- 10.5. The Customer shall pay invoices rendered in accordance with clause 10.4 above within 90 days of the last Business Day in which the invoice is received by the Customer. Payment shall be made to the bank account nominated in Writing by the Supplier.
- 10.6. The Supplier shall maintain complete and accurate records of the origin of goods (as required under Article 19 of the UK-EU Trade and Cooperation Agreement (and any corresponding provision that may replace it) and any other applicable law or regulation) and of time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records and receive copies at all reasonable times on request.

10.7. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part. The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier under the Contract against any amounts payable by it to the Supplier under the Contract.

10.8. No increase in the price may be made without the Customer's prior Written consent.

11. CUSTOMER MATERIALS

11.1. The Supplier acknowledges that all materials, equipment and tools, drawings, Goods Specifications, Service Specifications, and data supplied by the Customer to the Supplier ("Customer Materials") and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. The Supplier shall ensure that the Goods and/or Services provided and all Intellectual Property Rights contained therein do not infringe any Intellectual Property Rights of any third party.

12.2. Any Customer Materials supplied by the Customer to the Supplier or specifically produced by the Supplier for the Customer, in connection with the Contract, together with all Intellectual Property Rights contained in such Customer Materials, shall be owned exclusively by the Customer.

12.3. The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.

12.4. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

12.5. The Supplier shall not disclose to any third party or use any such Intellectual Property Rights or Customer Materials except to the extent that it becomes public knowledge through no fault of the Supplier, or as required for the purposes of the Contract and at all times in accordance with clause 14 below.

12.6. The Supplier agrees that, at the Supplier's cost, the Supplier will do all acts and execute all documents which are necessary or desirable to give effect to clause 12.2 above and to assist the Customer in the application, registration, renewal and/or protection of any such Intellectual Property Rights.

13. INSURANCE

13.1. During the term of the Contract and for a period of 6 years thereafter, the Supplier shall at its own cost and expense maintain in full force and effect, with a reputable insurance company, adequate professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Customer's request, promptly produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. CONFIDENTIAL INFORMATION

- 14.1. Subject to clause 14.2, the Supplier (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives and any other Intellectual Property Rights (where applicable) which are disclosed to the Receiving Party by the Customer (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products or its services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential. Notwithstanding the aforementioned, the Receiving Party may disclose such confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.2. Clause 14.1 shall only apply in the absence of a separate confidentiality agreement between the parties relating to the subject matter of this Contract. In the event such a confidentiality agreement exists, the terms of that confidentiality agreement shall prevail over the provisions of clause 14.1 of the Contract.

15. TERMINATION

- 15.1. The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier Written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 15.2. The Customer may terminate the Contract with immediate effect by giving Written notice to the Supplier if the Supplier becomes subject to any of the following events:
- 15.2.1. the Supplier commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 5 Business Days of being notified in Writing to do so;
- 15.2.2. the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 15.2.3. the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Supplier is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- 15.2.4. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- 15.2.5. (being an individual) the Supplier is the subject of a bankruptcy petition or order;
- 15.2.6. a creditor or encumbrancer of the Supplier 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 its assets and such attachment or process is not discharged within 14 days;
- 15.2.7. (being a company) 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 the Supplier;
- 15.2.8. (being a company) a floating charge holder over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver;

- 15.2.9. a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- 15.2.10. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.2 to clause 15.2.9 inclusive;
- 15.2.11. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 15.2.12. the financial position of the Supplier deteriorates to such an extent that in the opinion of the Customer the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
- 15.2.13. (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 15.3. On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete and return all Customer Materials. If the Supplier fails to do so, the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and any costs associated with such safe keeping and will not use them for any purpose not connected with the Contract.
- 15.4. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 15.5. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect
- 15.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

16. FORCE MAJEURE

- 16.1. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to promptly cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 5 Business Days, the Customer may terminate this Contract immediately by giving Written notice to the Supplier.

17. ANTI-BRIBERY

- 17.1. For the purposes of this clause 17, the expressions adequate procedures and associated with shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 17.2. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
 - 17.2.1. all of that party's personnel;
 - 17.2.2. all others associated with that party; and
 - 17.2.3. all of that party's subcontractors;
 - involved in the performance of the Contract so comply.
- 17.3. Without limitation to clause 17.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 17.4. Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 17.

18. GENERAL

18.1. Assignment and subcontracting

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

18.1.2. the Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the contract without the Customer's prior Written consent.

18.2. Notices.

18.2.1. any notice given to a party under or in connection with the Contract shall be in Writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as may be specified by either party in Writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier or e-mail;

18.2.2. a notice or other communication shall be deemed to have been received: (i) if delivered personally, when left at the address referred to in clause 18.2.1; (ii) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or (iv) if sent by e-mail, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume;

18.2.3. the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3. Severance.

18.3.1. if any court or competent authority finds that any provision of these Conditions (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 Conditions shall not be affected.

18.3.2. if any invalid, unenforceable or illegal provision of the Conditions 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.

18.4. **Waiver.** A waiver of any right or remedy under the Conditions and/or the Contract is only effective if given in Writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Conditions and/or the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18.5. **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

18.6. **Variation.** Any variation to the Conditions and/or the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in Writing and signed by the Customer.

18.7. **Entire agreement.** The Contract 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.

18.8. **Governing law and jurisdiction.** The Contract and the Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

19. BREXIT

19.1. If a Brexit Trigger Event (as defined in clause 19.2) occurs, the Customer may:

- 19.1.1. require the Supplier to negotiate in good faith an amendment to these Conditions and/or the Contract to alleviate the Brexit Trigger Event; and
- 19.1.2. if no such amendment is made within thirty days to the Customer's satisfaction, terminate these Conditions and the Contract by giving the other party not less than thirty days' notice in Writing. In the event of such termination: (i) the Supplier shall discontinue all work on the Contract; (ii) the Customer shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss; and (iii) the Supplier shall return to the Customer its Customer Materials in accordance with clause 15.3.
- 19.2. A Brexit Trigger Event means any of the following events occurring at any time after the United Kingdom ceases to be subject to the transition or implementation arrangements provided for by Part 4 of the withdrawal agreement between the United Kingdom and the European Union negotiated under Article 50(2) of the Treaty of the European Union which sets out the arrangements for the UK's withdrawal from the European Union (as such arrangements are extended from time to time):
 - 19.2.1. an adverse impact on the Customer's ability to perform the Conditions and/or the Contract in accordance with its terms and the law;
 - 19.2.2. an increase in the costs incurred by the Customer in performing the Conditions and/or the Contract; and
 - 19.2.3. the price of the Goods and/or Services under the Contract exceeds the market value for similar products or services by at least ten per cent.
- 19.3. Save as expressly provided in this clause 19, a Brexit Trigger Event shall not terminate or alter (or give any party a right to terminate or alter) the Contract, or invalidate any of its terms or discharge or excuse performance under it. If there is an inconsistency between the provisions of this clause and any other provision of the Contract, the provisions of this clause shall prevail.