

Parsons Peebles Service Ltd

General Terms and Conditions for the Supply of Goods

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following expressions and derivatives thereof appearing in capital letters in these CONDITIONS shall have the meaning hereby assigned to them unless otherwise specified.

"AFFILIATE" shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition "holding company" and "subsidiary" have the meanings given to those expressions in Section 1159 and Schedule 6 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in Sections 1159(1)(b) and (c) thereof, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

"APPLICABLE LAWS" shall mean all laws, rules, regulations, by-laws, decrees, orders and the like, whether of governmental or other authority or agency having jurisdiction over the PARTIES and the GOODS and which are or may become applicable.

"CLAIM" or **"CLAIMS"** means any claim, demand, cause of action, proceedings, judgement, award (including reasonable legal fees, costs and expenses and reasonable sums paid by way of settlement or compromise) liability, loss, expense, damages, penalty or fine arising out of or in connection with the performance, non-performance or mis-performance of the CONTRACT.

"CLIENT GROUP" means, where the PURCHASER is not the ultimate beneficiary or end-user of the GOODS, such beneficiary or end-user, its AFFILIATES and its and their respective directors, officers, employees (including any agency personnel), but shall not include any member of the SUPPLIER GROUP.

"CONDITIONS" means these general terms and conditions.

"CONFIDENTIAL INFORMATION" means any and all information or data (whether oral or visual or recorded in writing or electronically or on any other medium) including information relating to PURCHASER GROUP's or SUPPLIER GROUP's operations, processes, plans, intentions, product information, IP RIGHTS, market opportunities, or business affairs disclosed to or acquired by the other PARTY in connection with the CONTRACT, whether or not the same was so disclosed or acquired before, on or after the date of the CONTRACT.

"CONSEQUENTIAL LOSS" means:

- consequential or indirect loss under English law; and/or
- loss and/or deferral of production, loss of product, loss of use, loss of revenue, losses resulting from downtime or the costs of replacement power or compression, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (a) above and whether or not foreseeable at the date of the CONTRACT.

"CONTRACT" means the contract between the SUPPLIER and the PURCHASER for the supply of GOODS consisting of the ORDER CONFIRMATION, these CONDITIONS, and any other documents (or parts of them) attached, referenced or specified in them.

"CONTRACT PRICE" means the aggregate of all sums payable under the CONTRACT.

"DELIVERY" shall mean the point in time when the delivery of the GOODS has been completed in accordance with clause 3.

"FORCE MAJEURE" means the occurrence of any act or event, which is unforeseeable and outside the control of the PARTY which invokes it, and which renders said PARTY unable to comply with all or part of its obligations under the CONTRACT. Provided the foregoing conditions are satisfied, FORCE MAJEURE includes Acts of God (including epidemic, tidal wave, lightning, earthquake, hurricane), hostilities or acts of war (whether declared or not), riots, civil or military disturbances, national or regional strikes (excluding strikes, lock-outs and other industrial disputes or actions by of SUPPLIER GROUP) and acts of any government or public authority or any representative thereof whether or not legally valid and including imposing an export or import restriction. FORCE MAJEURE does not include events such as the insolvency of any PARTY.

"GOODS" means those goods to be supplied by SUPPLIER under the CONTRACT as detailed in the ORDER CONFIRMATION.

"INSOLVENCY EVENT" means the event of a PARTY becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of such PARTY being made or (except for the purposes of solvent amalgamation or solvent reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed, or a petition being presented for an administration order to be made pursuant to Section 9 of the Insolvency Act 1986, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge or any equivalent act or thing being done or suffered under any APPLICABLE LAWS.

"IP RIGHTS" means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in software, 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.

"LIQUIDATED DAMAGES" shall have the meaning set out in clause 3.8.

"PARTY" means PURCHASER and/or SUPPLIER as the case may be and "PARTIES" shall mean PURCHASER and SUPPLIER.

"PERSON" means any individual, company, firm, partnership, association or body corporate.

"PURCHASER" means the person designated as such in the ORDER CONFIRMATION.

"PURCHASER GROUP" means PURCHASER, its AFFILIATES and its and their respective directors, officers, employees (including agency personnel), and CLIENT GROUP but shall not include any member of SUPPLIER GROUP.

"SUBCONTRACTOR" means any PERSON with whom SUPPLIER has subcontracted directly or indirectly at any level in relation to the provision of the GOODS.

"SUPPLIER" means the Company designated as such on the ORDER CONFIRMATION.

"SUPPLIER GROUP" means SUPPLIER, its SUBCONTRACTORS, its and their AFFILIATES, its and their respective directors, officers, employees (including contract workers), but shall not include any member of PURCHASER GROUP.

"THIRD PARTY" means any PERSON that is not a member of PURCHASER GROUP or SUPPLIER GROUP.

1.2. Interpretation

- All headings in these CONDITIONS are used for convenience only and shall not affect the construction or validity of the CONTRACT.
- Any reference herein to a clause shall, unless expressly stated otherwise, be construed as a reference to the relevant clause of these CONDITIONS.
- Reference to any statute, statutory provision or statutory instrument includes a reference to the statute, statutory provision or statutory instrument as amended, extended or re-enacted from time to time.
- Reference to the singular includes a reference to the plural and vice versa. Reference to persons shall include companies and firms and vice versa. Reference to any gender includes a reference to the other genders.
- "Including" shall be construed to mean "including but not limited to".

2. BASIS OF CONTRACT

2.1. Any quotation given by SUPPLIER shall only be valid for a period of thirty (30) calendar days from its date of issue.

2.2. These CONDITIONS shall apply to the CONTRACT to the exclusion of any other terms that PURCHASER seeks to impose or incorporate, including any terms attached to or referenced in PURCHASER's purchase order, or which are implied by trade, custom or course of dealing.

2.3. Any samples, drawings, descriptive matter or advertising produced by SUPPLIER and any descriptions or illustrations contained in 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, unless such items have expressly been incorporated into the CONTRACT.

2.4. In the event of any conflict or inconsistency between the various constituent parts of the CONTRACT they shall be interpreted in the following order of priority such that the relevant term or condition of the higher ranking part shall prevail over those of the lower ranking part:

- the ORDER CONFIRMATION;
- these CONDITIONS; and
- any other document attached, referred or specified in them.

3. DELIVERY

3.1. Unless the ORDER CONFIRMATION states otherwise SUPPLIER shall deliver the GOODS to PURCHASER on an ex works basis at SUPPLIER's premises. SUPPLIER shall notify PURCHASER when the GOODS are ready for collection by PURCHASER. Without prejudice to clause 3.4.1, the GOODS shall be deemed to be delivered once loaded onto the PURCHASER's representative's vehicle. If the ORDER CONFIRMATION specifies that the GOODS are to be delivered at some other location than the PURCHASER's own premises then SUPPLIER shall deliver the GOODS to such location and, without prejudice to clause 3.4.1, delivery shall be considered to be complete when the GOODS are at the location specified for DELIVERY ready for unloading or collection.

3.2. SUPPLIER may deliver the GOODS by instalments, which may be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle PURCHASER to cancel any other instalment.

3.3. The time for delivery is not of the essence and any delivery dates or timescales for delivery quoted by SUPPLIER (on the ORDER CONFIRMATION or otherwise) are merely indicative and not legally binding. SUPPLIER shall not be liable for any delay in DELIVERY of the GOODS that is caused by, and shall be entitled to an extension of any agreed date or time for DELIVERY in the event of, FORCE MAJEURE or PURCHASER's failure to provide SUPPLIER with adequate delivery instructions or any other instructions that are relevant to the supply of the GOODS.

3.4. If PURCHASER fails to accept delivery of the GOODS at the appointed date and time for delivery or fails to collect the GOODS within 5 (five) business days of SUPPLIER's notification to PURCHASER that the GOODS are ready for collection (as applicable) then, except where such failure is caused by an event of FORCE MAJEURE or SUPPLIER's failure to comply with its obligations under the CONTRACT:

- SUPPLIER will be deemed to have fulfilled its obligations with respect to delivery of the PURCHASER EQUIPMENT at the date and time SUPPLIER attempted to deliver the GOODS or at 9.00am on the fifth business day after the day on which SUPPLIER notified PURCHASER that the PURCHASER EQUIPMENT was ready for collection;
- SUPPLIER shall store the GOODS until actual physical delivery takes place, and charge PURCHASER for all related costs and expenses (including insurance); and
- PURCHASER will be liable to SUPPLIER for the costs of delivering and/or of re-attempting delivery of the GOODS to PURCHASER (including packaging and transportation).

4. INSPECTION AND ACCEPTANCE

4.1. PURCHASER shall, within a reasonable time (but not later than five (5) business days) of DELIVERY, inspect the GOODS and notify SUPPLIER if it intends to reject any GOODS which are DELIVERED and which fail to meet the material requirements of the CONTRACT.

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- 4.2. If PURCHASER does not notify SUPPLIER of its intention to reject the GOODS in accordance with clause 4.2 then, the GOODS will be deemed to have been accepted by PURCHASER.
- 5. WARRANTY AND DEFECTS CORRECTION**
- 5.1. SUPPLIER warrants that for a period of twelve (12) months from DELIVERY (or such other period specified in the ORDER CONFIRMATION) (the "WARRANTY PERIOD") the GOODS shall:
- conform in all material respects with any applicable description or specification set out in the ORDER CONFIRMATION or, in the absence of same, in any quotation issued marketing materials issued or published by SUPPLIER; and
 - be free from material defects in materials, design and workmanship.
- 5.2. Subject to clause 5.3, if:
- PURCHASER gives notice in writing to SUPPLIER during the WARRANTY PERIOD and within a reasonable time of discovery that some or all of the relevant GOODS do not comply with the applicable warranties set out at clause 5.1;
 - SUPPLIER is given a reasonable opportunity to examine such GOODS; and
 - PURCHASER (if requested to do so by SUPPLIER) returns the GOODS to SUPPLIER's place of business at SUPPLIER's cost;
- then SUPPLIER shall, at its sole option, repair or replace the defective GOODS, or refund the price of the defective GOODS, or part thereof, in full.
- 5.3. SUPPLIER shall not be liable for the GOODS' failure to comply with the applicable warranty set out in clause 5.1 in any of the following circumstances:
- the defect arises or is exacerbated because PURCHASER failed to follow SUPPLIER's written instructions as to the storage, commissioning, installation, use and/or maintenance of the GOODS or (if there are none) good trade practice regarding the same;
 - the defect arises as a result of SUPPLIER following any drawing, design or specification supplied by PURCHASER;
 - PURCHASER alters or modifies such GOODS without the prior written consent of SUPPLIER;
 - the defect constitutes fair wear and tear;
 - the GOODS differ from their description or specification as a result of changes made to ensure they comply with APPLICABLE LAWS;
 - the defect is the result of wilful or negligent damage caused by a person other than a member of SUPPLIER GROUP; or
 - the defect is the result of abnormal storage or working conditions.
- 5.4. The warranties provided by the SUPPLIER in respect of the GOODS are limited to those set out in Clause 5.1. Except as provided in this clause 5, SUPPLIER shall have no liability to PURCHASER in respect of the GOODS' failure to comply with any warranty set out in clause 5.1.
- 5.5. 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.
- 5.6. The warranties in Clause 5.1 shall apply to any repaired or replacement GOODS supplied by SUPPLIER in accordance with this clause 5 until the original WARRANTY PERIOD under clause 5.1 expires [or, if later, the date falling 3 (three) months from the date on which the repair or replaced GOODS are delivered to PURCHASER].
- 6. TITLE AND RISK**
- 6.1. The risk in the GOODS shall pass to PURCHASER on DELIVERY.
- 6.2. Title to the GOODS shall not pass to PURCHASER until SUPPLIER receives payment in full (in cash or cleared funds) for the GOODS.
- 6.3. If before title to the GOODS passes to PURCHASER, PURCHASER becomes subject to an INSOLVENCY EVENT, then, without limiting any other right or remedy SUPPLIER may have, SUPPLIER may at any time (i) require PURCHASER to deliver up all GOODS in its possession which have not been resold or irrevocably incorporated into another product; and (ii) if PURCHASER fails to do so promptly, enter any premises of PURCHASER or of any THIRD PARTY where the GOODS are stored in order to recover them.
- 7. CONTRACT PRICE**
- 7.1. In consideration for the provision of the GOODS, PURCHASER shall pay SUPPLIER the CONTRACT PRICE.
- 7.2. The CONTRACT PRICE shall be as set out in the ORDER CONFIRMATION or, if no price is quoted, as set out in any quotation issued by SUPPLIER to PURCHASER or, if no such quotation exists, as set out in SUPPLIER's published price list in force as at DELIVERY.
- 7.3. Unless otherwise stated in the CONTRACT, the CONTRACT PRICE is:
- exclusive of amounts in respect of UK value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the CONTRACT by SUPPLIER to PURCHASER, PURCHASER shall, on receipt of a valid VAT invoice from SUPPLIER, pay to SUPPLIER such additional amounts in respect of VAT as are chargeable on the supply of the GOODS at the same time as payment is due for the supply of the GOODS; and
 - exclusive of all charges for the packaging, packing, shipping, carriage, insurance and delivery of the GOODS and any duties, taxes, imposts or levies, other than VAT; and PURCHASER shall pay to SUPPLIER such additional amounts as set out in this clause 8.3 and identified in SUPPLIER's invoice.
- 7.4. SUPPLIER may, by giving notice to PURCHASER prior to the scheduled delivery date, increase the price of the GOODS to reflect any increase in the cost of the GOODS that is due to:
- any request by PURCHASER to change the delivery date(s), quantities or types of the GOODS ordered, or the specification for such GOODS; or
 - any delay caused by any instructions of PURCHASER or failure by PURCHASER to give SUPPLIER adequate or accurate information or instructions.
- 8. INVOICING AND PAYMENT**
- 8.1. SUPPLIER's invoices shall be submitted in accordance with the milestones (if any) set out in the ORDER CONFIRMATION, or if no milestones are specified, following DELIVERY of the GOODS.
- 8.2. PURCHASER shall pay SUPPLIER's invoice in full and cleared funds within thirty (30) calendar days of the end of the month in which the invoice is issued.
- 8.3. If PURCHASER fails to make any payment due to the SUPPLIER under the CONTRACT by the due date for payment, then without prejudice to the SUPPLIER's other rights and remedies:
- 8.3.1. PURCHASER shall pay interest on the overdue amount at the rate of four per cent (4%) per annum above the Bank of England base rate from the original due date of the invoice. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. PURCHASER shall pay the interest together with the overdue amount; and
 - 8.3.2. the SUPPLIER reserves the right to suspend DELIVERY of any GOODS which are undelivered at the due date for such payment unless and until such payment is received.
- 8.4. Any and all amounts due under the CONTRACT shall be paid without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 9. LIABILITIES**
- 9.1. **SUPPLIER shall not have any liability to PURCHASER GROUP for any CONSEQUENTIAL LOSS and accordingly PURCHASER shall save, indemnify, defend and hold harmless SUPPLIER GROUP from PURCHASER GROUP's own CONSEQUENTIAL LOSS, whether arising from or relating to or in connection with the performance or non-performance of the CONTRACT.**
- 9.2. If either PARTY becomes aware of any incident likely to give rise to a CLAIM under the any indemnity under these CONDITIONS, it shall notify the other and both PARTIES shall co-operate fully in investigating the incident, allow the indemnifying party to have conduct of the CLAIM and provide all reasonable assistance in relation to the defence of such CLAIM. Neither PARTY shall make any admission of liability, agreement or compromise in relation to a CLAIM or any suspected claim without the prior written consent of the other PARTY.
- 9.3. **Subject to clause 9.4, SUPPLIER's total liability under or in connection with the CONTRACT, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred per cent (100%) of the CONTRACT PRICE.**
- 9.4. Nothing in these CONDITIONS shall limit or exclude SUPPLIER's liability for death, personal injury, fraud or fraudulent misrepresentation, or for any other matter in respect of which it would be unlawful for SUPPLIER to exclude or restrict liability.
- 9.5. The provisions of this clause 9 shall survive termination or expiration of the CONTRACT.
- 10. PURCHASER SUPPLIED ITEMS, DOCUMENTS AND SPECIFICATIONS**
- 10.1. PURCHASER shall exercise prudence and diligence in verifying the accuracy of its supply of information and particulars to SUPPLIER in respect of the CONTRACT. SUPPLIER shall be entitled to rely on any information supplied by the PURCHASER. However, should SUPPLIER discover any discrepancies, ambiguities or inaccuracies in such information and particulars, it shall inform PURCHASER in writing as soon as reasonably practicable to do so.
- 10.2. Any PURCHASER supplied materials, equipment, tools, drawings, specifications, data and documents ("PURCHASER MATERIALS") and all rights in the PURCHASER MATERIALS shall remain the exclusive property of PURCHASER. SUPPLIER shall keep the PURCHASER MATERIALS in safe custody, maintain them in good condition, not dispose or use the same other than in accordance with PURCHASER's written instructions or approval and shall return them to PURCHASER as soon as they are no longer necessary for the performance of the CONTRACT.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1. All IP RIGHTS of PURCHASER shall remain the exclusive ownership of PURCHASER and may be used by SUPPLIER only for the purpose of fulfilling its obligations under the CONTRACT.
- 11.2. All IP RIGHTS of SUPPLIER or its SUBCONTRACTORS shall remain the exclusive property of SUPPLIER or its SUBCONTRACTORS, as applicable.
- 11.3. **PURCHASER shall save, indemnify, defend and hold harmless SUPPLIER GROUP from and against all losses, damages, costs, claims, expenses (including reasonable legal expenses) and liabilities that SUPPLIER GROUP may suffer or incur as a result of any claim or allegation that the IP RIGHTS of any THIRD PARTY have been infringed by virtue of SUPPLIER supplying GOODS provided that its liability under this clause shall be reduced to the extent that the infringement has been caused or contributed to by the negligence or breach of duty of PURCHASER.**
- 11.4. The provisions of this clause 11 shall survive termination or expiration of the CONTRACT.
- 12. CONFIDENTIALITY**
- 12.1. Subject to clause 12.2, each PARTY undertakes that it shall keep confidential and shall not disclose and shall use only for the purpose of the CONTRACT any CONFIDENTIAL INFORMATION provided by the other PARTY.
- 12.2. The obligations of confidentiality under this clause 12 shall not apply to any CONFIDENTIAL INFORMATION which the receiving PARTY can prove:
- was already known to it prior to its receipt from the disclosing PARTY;
 - was subsequently disclosed to it lawfully by a THIRD PARTY who did not obtain the same (whether directly or indirectly) from the receiving PARTY;
 - was in the public domain at the time of receipt by the receiving PARTY or has subsequently entered the public domain other than by reason of the breach of the provisions of this clause 12 or of any of the obligations of confidence owed to the disclosing PARTY (or its SUBCONTRACTORS as the case may be) by the receiving PARTY or by any of the persons listed in clause 12.3;

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- (d) is independently developed by the receiving PARTY without using or referring to CONFIDENTIAL INFORMATION; or
- (e) is required to be disclosed by a court of law, regulatory authority or tribunal of competent jurisdiction.
- 12.3. Notwithstanding the provisions of clause 12.1, either PARTY may disclose CONFIDENTIAL INFORMATION provided by the other PARTY to any SUBCONTRACTORS and to its professional advisers who need such CONFIDENTIAL INFORMATION for the purpose of enabling SUPPLIER to perform any of its obligations or to exercise its rights under the CONTRACT, provided that such PARTY shall procure that the recipient keeps such CONFIDENTIAL INFORMATION confidential and does not disclose it for any other purpose.
- 12.4. The provisions of this clause 12 shall survive termination or expiration of the CONTRACT.
- 13. TERMINATION**
- 13.1. Without limiting its other rights or remedies, either PARTY may terminate the CONTRACT with immediate effect by written notice to the other PARTY if:
- 13.1.1. the other PARTY commits a material breach of any term of the CONTRACT and (if such a breach is remediable) fails to promptly commence and thereafter diligently proceed to remedy such breach; or
- 13.1.2. the other PARTY suffers an INSOLVENCY EVENT.
- 13.2. Without limiting its other rights or remedies, SUPPLIER may terminate the CONTRACT with immediate effect by written notice to PURCHASER, if any amount due under this CONTRACT remains unpaid sixty (60) calendar days after the due date for payment despite notice having been given to the PURCHASER requiring payment.
- 13.3. On SUPPLIER's termination of the CONTRACT as a result of PURCHASER's default, PURCHASER shall immediately pay to SUPPLIER all of SUPPLIER's outstanding unpaid invoices and interest, and shall pay all costs and expenses reasonably incurred by SUPPLIER in preparation for the performance of its obligations under the CONTRACT and arising out of such termination.
- 13.4. Without limiting the PARTIES' other rights or remedies, the PURCHASER may terminate the CONTRACT for convenience by written notice to the SUPPLIER. In the event of such termination, the PURCHASER shall pay any unpaid invoices of SUPPLIER, together with a termination fee in the amount of any anticipated profit the SUPPLIER would otherwise be entitled to if the CONTRACT continued in effect and all costs and expenses, reasonably and properly incurred by the SUPPLIER in the performance of the CONTRACT prior to the receipt of such notice, in relation to such early termination of the CONTRACT.
- 13.5. Termination of the CONTRACT, however arising, shall not affect any of the PARTIES' rights, remedies, obligations and liabilities that have accrued as at termination.
- 14. FORCE MAJEURE**
- 14.1. Neither PURCHASER nor SUPPLIER shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by an event of FORCE MAJEURE which has been notified in accordance with this clause 14.1.
- 14.2. In the event of a FORCE MAJEURE occurrence, the PARTY that is or may be delayed in performing its obligations under the CONTRACT shall notify the other PARTY without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
- 15. GENERAL LEGAL PROVISIONS**
- 15.1. **The CONTRACT constitutes the entire agreement between the PARTIES with respect to the provision of the GOODS and supersedes all prior oral and written understandings, agreements, qualifications and representations made between the PARTIES prior to the CONTRACT. Each PARTY acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the other PARTY which is not set out in the CONTRACT. All terms, conditions, warranties and representations implied by statute, custom, common law or course of dealing (including as to fitness of the GOODS for any purpose, or their kind, quality, durability, appearance, capabilities or specifications, or their merchantability or suitability for sale), including those under the Sale of Goods Act 1979, are hereby excluded to the fullest extent permitted by law. The rights and remedies expressly set out for PURCHASER in the CONTRACT are PURCHASER's only remedies for breach of the relevant terms, conditions or warranties and all other remedies available to it at law are hereby excluded to the fullest extent permitted by law.**
- 15.2. If any provision of these CONDITIONS shall be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of these CONDITIONS except only so far as shall be necessary to give effect to the construction of such invalidity, and in such a case any such invalid provision shall be deemed severed from these CONDITIONS without affecting in any way the validity of the balance of these CONDITIONS.
- 15.3. A waiver of any right under the CONTRACT is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a PARTY in exercising any right or remedy under the CONTRACT or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.
- 15.4. Termination of the CONTRACT and/or PURCHASER's acceptance of the GOODS or any part thereof shall not release the PARTIES from obligations which expressly or by their nature survive the CONTRACT or extend beyond termination of the CONTRACT and any acceptance of the GOODS.
- 15.5. All notices and other communications to be given under the CONTRACT shall be in writing and delivered to the other PARTY at its registered office or such other address as may be notified in writing to the other PARTY from time to time.
- 16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- 16.1. The PARTIES agree that The Contracts (Rights of Third Parties) Act 1999 (the "ACT") shall apply to the CONTRACT only in respect of any relief from liability, hold harmless, indemnity or benefit created in favour of those members of SUPPLIER GROUP (other than SUPPLIER) pursuant to clauses 9.1 and 11.3.
- 16.2. Subject to clause 16.1 above, the PARTIES intend that no provision of the CONTRACT shall confer any benefit, nor be enforceable by any PERSON who is not a party by virtue of the ACT.
- 17. ASSIGNMENT**
- SUPPLIER may at any time assign any of its rights or obligations under the CONTRACT to any of its AFFILIATES. PURCHASER may not assign or novate any of its rights or obligation to any other person without SUPPLIER's prior written consent.
- 18. CHANGES OR VARIATIONS TO THE CONTRACT**
- 18.1. Subject to clause 18.3, any variation, including any additional terms and conditions, to the CONTRACT shall only be effective when agreed in writing and signed by the authorised signatories of both PARTIES or, in respect of minor amendments to the CONTRACT, agreed by email.
- 18.2. Any adjustment to the CONTRACT PRICE and/or DELIVERY date resulting from any such variation shall be valued at the appropriate rates and prices included in the CONTRACT or, in the absence of any appropriate rates and prices, a fair valuation shall be made.
- 18.3. The SUPPLIER shall have the right, without agreeing the same in writing with PURCHASER, to make any changes to the GOODS which are necessary to comply with any APPLICABLE LAWS or which do not materially affect the nature or quality of the GOODS. SUPPLIER shall notify PURCHASER of the same in any such event.
- 19. 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 laws of England and Wales and the PARTIES irrevocably submit to the exclusive jurisdiction of the English courts.