

TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES

1 Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

Definitions:

Anti-Slavery Laws-has the meaning given in clause 11.5.

Assigned Rights-has the meaning given in clause 8.1.

Business Day-a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours-the period from 8.30am to 5.00pm on any Business Day;

Commencement Date-has the meaning given in clause 2.3.

Conditions-these terms and conditions as amended from time to time in accordance with clause 15.4.

Contract-the contract between the Customer and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

Customer-POLYTECH LIQUID POLYMERS LIMITED registered in England and Wales with company number 12170514 of Nab Works, Long Lane, Pott Shrigley, Macclesfield, Cheshire, SK10 5SD.

Customer Materials-has the meaning set out in clause 5.3.8.

Data Protection Legislation-all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).

Deliverables-all documents, products, items, goods, materials and other outputs created, developed, produced or generated 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).

Delivery Date-the date specified in the Order or as agreed in writing between the Parties from time to time (such agreement not to be unreasonably withheld, conditioned or delayed)

Delivery Hours -the period from 7:00am to 2:00pm on any Business Day.

Delivery Location-the address or location for delivery of Goods as set out in the Order or otherwise determined by the Customer from time to time.

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

Goods Specification-any specification for the Goods (including any related plans and drawings) that is agreed in writing by the Customer.

Intellectual Property Rights-patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Licences-all applicable licences, authorisations, approvals, consents, permissions and permits.

Mandatory Policies-the Customer's business policies provided by the Customer to the Supplier and/or available at the Customer's website at <https://plixxent.com/compliance/>, from time to time.

Order-the Customer's written 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).

Parties

Relevant Requirements-the Customer and the Supplier.

all applicable laws, statutes, regulations, and mandatory codes relating to anti-bribery and anti-corruption including the Bribery Act 2010.

Services-the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Services Specification.

Services Specification-the description or specification for Services agreed in writing by the Customer and the Supplier.

Supplier-the person or firm from whom the Customer purchases the Goods or Services or Goods and Services.

UK GDPR-has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its permitted assigns.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.5 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.7 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** shall have the meanings given in the Data Protection Legislation.

1.8 A reference to **writing** or **written** includes email but excludes fax.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase the Goods or Services, or Goods and Services from the Supplier in accordance with these Conditions.

2.2 The Supplier may not amend, change or vary the Order without the prior written consent of the Customer.

2.3 The Order shall be deemed to be accepted on the earlier of:

2.3.1 the Supplier issuing written acceptance of the Order; or

2.3.2 any act by the Supplier consistent with fulfilling the Order;

at which point and on which date, the Contract shall come into existence (**Commencement Date**).

2.4 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 law, trade custom, practice or course of dealing.

2.5 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.

3 Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond 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) 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 be free from defects in design, materials and workmanship and remain so for (i) the shelf life of the Goods (as published by the Supplier or as otherwise agreed in writing between the Parties from time to time); or (ii) 18 months after delivery, whichever period is longer;
- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- 3.1.5 comply with any additional obligation as set out in the Goods Specification and Order or as otherwise agreed in writing between the Parties, from time to time (such agreement not to be unreasonably withheld, conditioned or delayed).
- 3.2 The Supplier shall ensure that at all times it has and maintains all the Licences that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Customer may inspect and test the Goods at any time before delivery.
- 3.4 The Supplier shall remain fully responsible for the Goods despite any Customer inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with clause 3.1, the Customer shall inform the Supplier as soon as reasonably practicable and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 If tests are required for the Goods to be supplied, the Supplier shall bear the costs of such tests, including the costs of its own personnel (but excluding the costs of the Customer's personnel).
- 4 Delivery of Goods**
- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.2 on the day of the goods being dispatched that a dispatch note is sent to the Customer confirming that the Goods have been dispatched by the Supplier; and
- 4.1.3 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the purchase order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions and shipping instructions (including the name of the shipping company and any ship) (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.1.4 in relation to all chemicals and materials: the Supplier shall provide the Customer in writing with a Certificate of Analysis for the Goods on the day the Goods are dispatched by the Supplier to the Customer.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the Delivery Date;
- 4.2.2 at the Delivery Location; and
- 4.2.3 during Delivery Hours or as instructed in writing by the Customer.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.
- 4.4 Title and risk in the Goods shall pass to the Customer on completion of delivery at the Delivery Location.
- 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 or milestones for the Services specified in the Order and/or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates and milestones.
- 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 reasonable 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, documents, standards and specifications set out in the Services Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly makes known to the Supplier from time to time;
- 5.3.5 provide all equipment, tools and vehicles and such other items, goods and materials as are required to provide the Services and/or as set out in the Order;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all items, 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 which may be required for the provision of the Services;
- 5.3.8 hold all materials, equipment and tools, drawings, documents, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- 5.3.9 not do or omit to do anything which may cause the Customer to lose any Licence on which it relies for the purposes of conducting its business, and the Supplier acknowledges and agrees that the Customer may rely or act on the Services; and
- 5.3.10 comply with any additional obligations as set out in the Services Specification and Order or as otherwise agreed in writing between the Parties.
- 5.4 The Supplier warrants, represents and agrees that:
- 5.4.1 the supply, receipt, and use of the Services and Deliverables shall not infringe the Intellectual Property Rights or any other rights of any third party;
- 5.4.2 it has not and will not engage in any activity that would constitute an offence under the Bribery Act 2010;
- 5.4.3 it is not, and shall not become, subject to any contractual obligation which is likely to have a material adverse effect on its ability to perform its obligations under the Contract; and
- 5.4.4 it shall not do anything that could reasonably be considered to bring the Customer into disrepute or damage its reputation.
- 5.5 The Customer shall provide such necessary information, data and documentation, for the provision of the Services, as the Supplier may reasonably request. The Customer shall, to the extent permitted by law, not be liable for any property of the Supplier which is brought onto the Customer's premises for the purpose of delivering the Services.
- 6 Customer remedies**
- 6.1 If the Supplier fails to deliver the Goods, or to perform the Services, by the applicable date or otherwise in accordance with these Conditions, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2 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);
- 6.1.3 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);
- 6.1.4 to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
- 6.1.5 to recover from the Supplier any costs and expenses incurred by the Customer in obtaining substitute goods or services from a third party;

<p>6.1.6 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and</p> <p>6.1.7 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.</p> <p>6.2 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.</p> <p>6.3 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.</p> <p>7 Charges and payment</p> <p>7.1 The price for the Goods shall be:</p> <p>7.1.1 the price set out in the Order, or if no price is quoted, the price agreed in writing by the Customer (at its absolute discretion); and</p> <p>7.1.2 inclusive of the costs of packaging, insurance, tax, tariff and carriage of the Goods.</p> <p>7.2 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 include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. The Supplier shall maintain complete and accurate records of the time spent by the Supplier, in providing the Services, and the Supplier shall immediately allow the Customer to inspect such records at all reasonable times on request.</p> <p>7.3 No additional or extra charges shall be effective unless agreed in writing and signed by the Customer.</p> <p>7.4 Unless otherwise agreed in writing by the Customer (at the Customer's absolute discretion); in respect of:</p> <p>7.4.1 the Goods: the Supplier shall invoice the Customer on or at any time after completion of delivery of the Goods; and</p> <p>7.4.2 the Services: the Supplier shall invoice the Customer on completion of the Services.</p> <p>Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice and where Goods are transported by ship, the invoice shall specify the name of the shipping company and ship.</p> <p>7.5 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the undisputed invoiced amounts within 60 days of the date of a correctly rendered invoice, unless otherwise agreed by the Customer in writing. The Customer shall pay the invoiced amounts to a bank account nominated in writing by the Supplier.</p> <p>7.6 Time for payment shall not be of the essence. Payment made by the Customer shall not be construed or deemed to be an acceptance of the Goods, Services or any Deliverables.</p> <p>7.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.</p> <p>7.8 If a party fails to make any undisputed payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%.</p> <p>7.9 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.</p>	<p>8 Intellectual Property Rights</p> <p>8.1 The Supplier assigns to the Customer, immediately on creation or generation, with full title guarantee and free from all security, third party rights (including Intellectual Property Rights) and other encumbrances, all Intellectual Property Rights in the Deliverables (excluding any Customer Materials) (Assigned Rights).</p> <p>8.2 The Supplier shall not include in the Deliverables any third party Intellectual Property Rights that cannot be assigned to the Customer under clause 8.1 or licensed to the Customer, unless their inclusion and licence terms are pre-approved in writing in advance by the Customer (such approval may be given at the Customer's absolute discretion).</p> <p>8.3 The Supplier shall, to the extent permitted by applicable law, obtain waivers of all moral rights in the Assigned Rights to which any person is now, or may at any future time be, entitled under the Copyright, Designs and Patents Act 1988 or under any similar legislation from time to time in force anywhere in the world.</p> <p>8.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all further acts and things and execute (or procure the execution of) all other documents as the Customer may from time to time require for the purpose of securing for the Customer all right, title and interest in and to the Assigned Rights.</p> <p>8.5 For the duration and purposes of the Contract, the Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy the Assigned Rights and Customer Materials to the Supplier for the purpose of providing the Services to the Customer.</p> <p>8.6 The Supplier acknowledges and agrees that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.</p> <p>9 Indemnity</p> <p>The Supplier shall indemnify the Customer against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:</p> <p>9.1 any claim that the supply, receipt or use of the Goods or Services (excluding the Customer Materials) infringes the Intellectual Property Rights of any third party;</p> <p>9.2 any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods or Deliverables, to the extent that the defect is attributable to the acts or omissions of the Supplier; and</p> <p>9.3 any claim by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that the claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier.</p> <p>10 Insurance</p> <p>10.1 During the term of the Contract and for a period of 6 years afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.</p> <p>10.2 The Supplier shall ensure that any subcontractor appointed in connection with these Conditions maintains sufficient insurance to cover the liabilities that may arise under or in connection with its subcontract.</p> <p>11 Compliance with relevant laws and policies</p> <p>11.1 In performing its obligations under the Contract; the Supplier shall:</p> <p>11.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force; and</p> <p>11.1.2 comply with the Mandatory Policies.</p> <p>11.2 The Supplier shall:</p> <p>11.2.1 comply with the Relevant Requirements;</p>
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- 11.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 11.2.3 establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clauses 11.2.1 and 11.2.2;
- 11.2.4 notify the Customer in writing if it becomes aware of any breach of clauses 11.2.1 and 11.2.2, or has reason to believe that it has received a request or demand for any undue financial or other advantage; and
- 11.2.5 immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier and the Supplier warrants that it has no foreign public officials as officers or employees at the Commencement Date.
- 11.3 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 11 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 11.4 For the purpose of this clause 11, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.
- 11.5 In performing its obligations under the Contract, the Supplier shall:
- 11.5.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (**Anti-Slavery Laws**) including the Modern Slavery Act 2015;
- 11.5.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the UK;
- 11.5.3 include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 11.5;
- 11.5.4 immediately notify the Customer as soon as it becomes aware of any actual or suspected breach of this clause 11.5;
- 11.5.5 maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Customer in connection with the Contract; and
- 11.5.6 permit the Customer and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 11.5.
- 11.6 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 12 Data protection**
- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 12.2 The parties acknowledge and agree that for the purposes of the Data Protection Legislation, the Customer is the Controller, and the Supplier is the Processor. The Order shall set out in writing the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 12.3 Without prejudice to the generality of clause 12.1; the Customer shall use reasonable endeavours to procure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
- 12.4 Without prejudice to the generality of clause 12.1; the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 12.4.1 process that Personal Data only on the written instructions of the Customer which may be set out in the Order or otherwise notified in writing by the Customer to the Supplier, unless the Supplier is required by applicable law to otherwise process that Personal Data;
- 12.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 12.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 12.4.4 unless otherwise agreed in writing by the Customer; not transfer any Personal Data outside of the United Kingdom and European Union;
- 12.4.5 promptly assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators (at the Supplier's cost and expense);
- 12.4.6 notify the Customer in writing without undue delay on becoming aware of a Personal Data Breach;
- 12.4.7 at the written direction of the Customer; delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by applicable law to store the Personal Data; and
- 12.4.8 maintain complete and accurate written records and information to demonstrate its compliance with this clause 12 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer in writing if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 12.5 The Customer does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.
- 13 Termination**
- 13.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract and each Order for convenience by giving the Supplier 14 days' written notice.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract and each Order with immediate effect by giving written notice to the other party if:
- 13.2.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 13.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 13.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 13.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14 Consequences of termination**
- 14.1 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, then 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 will not use them for any purpose not connected with the Contract.
- 14.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including

- the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 15 General**
- 15.1 Assignment and other dealings.**
- 15.1.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the Customer's prior written consent.
- 15.1.2 The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 15.2 Confidentiality and publicity**
- 15.2.1 Each party undertakes that it shall not any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.2
- 15.2.2 Each party may disclose the other party's confidential information:
- (a) to its employees, subcontractors or professional advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, subcontractors or professional advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.2.3 Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 15.2.4 The Supplier shall not use the Customer's name, trade mark or logo, or make any reference to the parties' business relationship, in any marketing, promotional or advertising materials without prior written consent of the Customer.
- 15.3 Entire agreement.**
- 15.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to the Goods and/or Services.
- 15.3.2 Each party acknowledges and agrees that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 15.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 15.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 15.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause 15.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.7 Notices.**
- 15.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) 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
- (b) sent by email to the addresses set out in the Order.
- 15.7.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) 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
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 15.7.3 This clause 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.
- 15.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation