

General Terms and Conditions of Purchase

1. Interpretation

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

1.1 Definitions:

- 1.1.1 "**Business Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
- 1.1.2 "**Cirteq Materials**" has the meaning given in clause 5.3.10;
- 1.1.3 "**Cirteq**" means Cirteq Limited, registered in England and Wales with company number 3062174, whose registered office is at Hayfield Colne Road, Glusburn, Keighley, West Yorkshire, England, BD20 8QP;
- 1.1.4 "**Commencement Date**" has the meaning given to it in clause 2.2;
- 1.1.5 "**Conditions**" means these terms and conditions as amended from time to time in accordance with clause 18.7;
- 1.1.6 "**Contract**" means this agreement between Cirteq and the Supplier for the supply of Goods and/or Services, and includes these Conditions and the Order;
- 1.1.7 "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
- 1.1.8 "**Deliverables**" means 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);
- 1.1.9 "**Delivery Location**" has the meaning given in clause 4.2.2;
- 1.1.10 "**Goods Specification**" means any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by Cirteq and the Supplier;
- 1.1.11 "**Goods**" means the goods (or any part of them) set out in the Order;
- 1.1.12 "**Intellectual Property Rights**" means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer 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, together with any and all rights to enforce or other rights of action arising out of or in connection with the same;
- 1.1.13 "**Mandatory Policies**" means Cirteq's business policies as provided to the Supplier from time to time and including, where provided, Cirteq's "Supplier Quality and Performance Guidelines";
- 1.1.14 "**Order**" means Cirteq's order for the supply of Goods and/or Services, as set out in Cirteq's purchase order form;
- 1.1.15 "**Services**" means the services, including the Deliverables, supplied by the Supplier to Cirteq as set out in the Order;
- 1.1.16 "**Service Specification**" means any specification in respect of the Services set out in the Order and/or agreed in writing from time to time between Cirteq and the Supplier;
- 1.1.17 "**Special Conditions**" means the special conditions contained in the Order (if any) that apply to the supply of the Goods and/or Services;
- 1.1.18 "**Supplier**" means the person or firm from whom Cirteq purchases the Goods and/or Services, whose details are set out in the Order; and
- 1.1.19 "**Supplier Information Submission**" means the Cirteq information document described as such, as provided to and completed by the Supplier.

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- 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 successors and permitted assigns.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 A reference to writing or written includes email.
- 1.7 If there is any conflict between these Conditions and the terms of any Incoterm which is expressly agreed in writing by the parties to apply or otherwise is the basis on which the price for Goods and/or Services is agreed, the terms of the Incoterm shall prevail.
- 1.8 If there is any conflict between the Special Conditions and the remainder of these Conditions, the Special Conditions shall prevail.

2. Basis of contract

- 2.1 The Order constitutes an offer by Cirteq to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Order; or
 - 2.2.2 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**).
- 2.3 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.

- 2.4 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 The Supplier shall complete a Supplier Information Submission, and the Supplier warrants that all information provided in the Supplier Information Submission is true and accurate.

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 Cirteq, expressly or by implication, and in this respect Cirteq relies on the Supplier's skill and judgement;
 - 3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 36 months after delivery;
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods, including ISO 9000 and BS5150; and be inspected and tested prior to delivery to ensure that they comply with the terms of the Contract.
 - 3.1.5
- 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.
- 3.3 The Supplier shall use all reasonable endeavours to pass on to Cirteq the benefit of any third party warranty the Supplier holds or acquires in any Goods provided to Cirteq.
- 3.4 Cirteq may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

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- 3.5 If following such inspection or testing Cirteq considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Cirteq shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.6 The Supplier shall ensure that, where Goods are purchased following an inspected sample, the remaining Goods are of equal or superior quality to the sample.
- 3.7 Cirteq may conduct further inspections and tests after the Supplier has carried out its remedial actions.

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 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
- 4.1.3 it states clearly on the delivery note any requirement for Cirteq to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Order or, if no such date is specified, then within a reasonable number of days of the date of the Order;
- 4.2.2 to Cirteq's premises at Hayfield Colne Road, Glusburn, Keighley, West Yorkshire, England, BD20 8QP, or such other location as is set out in the Order or as instructed by Cirteq before delivery (**Delivery Location**); and
- 4.2.3 during Cirteq's normal hours of business on a Business Day, or as instructed by Cirteq.

- 4.3 All packaging shall be provided free of charge and Cirteq shall not be required to return any packaging to the Supplier.
- 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, Cirteq may reject the Goods; or
- 4.5.2 delivers more than 105% of the quantity of Goods ordered, Cirteq may at its sole 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 Cirteq accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.6 The Supplier shall not deliver the Goods in instalments without Cirteq's prior written consent. Where it is agreed that the Goods are 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 Cirteq to the remedies set out in clause 6.1.
- 4.7 Title and risk in the Goods shall pass to Cirteq on completion of delivery.

5. Supply of Services

- 5.1 The Supplier shall from the Commencement Date, unless otherwise stated in the Order, and for the duration of the Contract supply the Services to Cirteq 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 Cirteq 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 Cirteq in all matters relating to the Services, and comply with all instructions of Cirteq;
- 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;

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- 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 Cirteq 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 Cirteq, 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 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;
- 5.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of Cirteq's premises;
- 5.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by Cirteq to the Supplier (**Cirteq Materials**) in safe custody at its own risk, maintain Cirteq Materials in good condition until returned to Cirteq, and not dispose or use Cirteq Materials other than in accordance with Cirteq's written instructions or authorisation;
- 5.3.11 not do or omit to do anything which may cause Cirteq to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Cirteq may rely or act on the Services; and
- 5.3.12 comply with any additional obligations as set out in the Service Specification.

6. Cirteq remedies

- 6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Cirteq shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
 - 6.1.1 to terminate the Contract with immediate effect 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 Cirteq in obtaining substitute goods and/or services from a third party;
 - 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - 6.1.5 to claim damages for any additional costs, loss or expenses incurred by Cirteq which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Goods are not delivered by the applicable date or the Services are not performed by the applicable date, or both, Cirteq may, at its option, claim or deduct 1% of the price of the Goods for each week's delay in delivery of the Goods and/or claim or deduct 1% of the price of the Services for each week's delay in performance of the Services by way of liquidated damages, up to a maximum of 5% of the total price of the Goods (in respect of late delivery of the Goods) and up to a maximum of 5% of the total price of the Services (in respect of late performance of the Services). If Cirteq exercises its rights in respect of late delivery under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the late delivery of the Goods. If Cirteq exercises its rights in respect of late performance under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the late performance of the Services.

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- 6.3 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, Cirteq shall have one or more of the following rights, whether or not it has accepted the Goods:
- 6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.3.2 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;
- 6.3.3 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);
- 6.3.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.3.5 to recover from the Supplier any expenditure incurred by Cirteq in obtaining substitute goods from a third party; and
- 6.3.6 to claim damages for any additional costs, loss or expenses incurred by Cirteq arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.4 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then, without limiting or affecting other rights or remedies available to it, Cirteq shall have one or more of the following rights:
- 6.4.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.4.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- 6.4.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- 6.4.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 6.4.5 to recover from the Supplier any expenditure incurred by Cirteq in obtaining substitute services or deliverables from a third party; and
- 6.4.6 to claim damages for any additional costs, loss or expenses incurred by Cirteq arising from the Supplier's failure to comply with clause 5.3.4.
- 6.5 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.6 Cirteq'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. Cirteq's obligations**
- 7.1 Cirteq shall:
- 7.1.1 provide the Supplier, where necessary, with reasonable access at reasonable times to Cirteq'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. Charges and payment**
- 8.1 The price for the Goods:
- 8.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
- 8.1.2 shall be 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 Cirteq.
- 8.2 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 Cirteq, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 In respect of the Goods, the Supplier shall invoice Cirteq on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Cirteq on completion of the Services. Each invoice shall include such supporting information required by Cirteq to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

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- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, Cirteq shall pay the invoiced amounts by the seventh day of the third month after the month of receipt of the Goods/Services to a bank account nominated in writing by the Supplier.
- 8.5 All amounts payable by Cirteq 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 Cirteq, Cirteq 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 and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6 If Cirteq fails to make a payment due to the Supplier under the Contract within 90 days of the due date, then Cirteq 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 8.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Cirteq to inspect such records at all reasonable times on request.
- 8.8 Cirteq may at any time, without notice to the Supplier, set off any liability of the Supplier to Cirteq against any liability of Cirteq to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Cirteq may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Cirteq of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. Intellectual property rights

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Cirteq Materials) shall be owned by Cirteq. The Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this clause.
- 9.2 Cirteq grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by Cirteq, including any materials assigned to Cirteq under clause 9.1, to the Supplier for the term of the Contract for the purpose of providing the Services to Cirteq.
- 9.3 All Cirteq Materials are the exclusive property of Cirteq.

10. Indemnity

- 10.1 The Supplier shall indemnify Cirteq 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 and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Cirteq arising out of or in connection with:
- 10.1.1 any claim made against Cirteq 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 Cirteq Materials);
- 10.1.2 any claim made against Cirteq by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

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10.1.3 any claim made against Cirteq by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

10.2 This clause 10 shall survive termination of the Contract.

11. Insurance

11.1 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance for a sum of not less than £2,000,000 to cover the liabilities that may arise under or in connection with the Contract, and shall, on Cirteq's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Health and safety

12.1 The Supplier shall use all reasonable endeavours to ensure that its performance of the Contract does not result in the personal injury to any person, nor damage to the property of any persons or to the environment, and shall at all times comply with any applicable health and safety legislation.

13. Data protection

13.1. The parties do not intend that either party will process personal data on behalf of the other under this Contract. Without prejudice to the foregoing, both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14. Confidentiality

14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:

14.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 13; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15. Termination

15.1 Without affecting any other right or remedy available to it, Cirteq may terminate the Contract:

15.1.1 with immediate effect by giving written notice to the Supplier if:

- (a) there is a change of control of the Supplier; or
- (b) the Supplier's financial position deteriorates to such an extent that in Cirteq's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(c) the Supplier commits a breach of clause 5.3.8,

15.1.2 for convenience by giving the Supplier 1 month's written notice.

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15.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 15.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 15.2.2 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), 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 15.2.3 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.

16. Consequences of termination

- 16.1 On termination of the Contract, the Supplier shall immediately deliver to Cirteq all Deliverables whether or not then complete, and return all Cirteq Materials, unless instructed otherwise by Cirteq. If the Supplier fails to do so, then Cirteq 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.
- 16.2 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.

16.3 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.

17. Force majeure

- 17.1. Cirteq shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 17.2 If any period of delay or non-performance by either party due to events, circumstances or causes beyond its reasonable control continues for longer than Cirteq deems reasonable in the circumstances, Cirteq may terminate the Contract immediately by giving written notice to Supplier.

18. General

18.1 Assignment and other dealings.

- 18.1.1 Cirteq may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 18.1.2 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 prior written consent of Cirteq, such consent not to be unreasonably withheld or delayed.
- 18.2 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 18.2 shall not affect the validity and enforceability of the rest of the Contract.

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- 18.3 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.4 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 18.5 **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.
- 18.6 **Third party rights.** Unless it expressly states otherwise, 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. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 18.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 18.8 **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.
- 18.9 **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.

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