

TERMS OF PURCHASE (GOODS AND/OR SERVICES)

1. Interpretation

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

1.1 Definitions:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time;

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

Charges means the charges payable by the Customer for the supply of the Services in accordance with clause 8 (Charges and payment);

Commencement Date has the meaning given in clause 2.2;

Conditions means these terms and conditions as amended from time to time in accordance with clause 15.5;

Confidential Information means: (a) any and all information being clearly designated, labelled or marked as confidential; (b) any information that would be regarded as confidential by a reasonable business person including any information relating to (i) the business, affairs, customers, clients, suppliers, plans, intentions or market opportunities of a party (or its Affiliates), or (ii) the operations, processes, product information, know-how, designs, trade secrets or software of a party (or its Affiliates); and (c) any information or analysis derived from any information regarded as confidential pursuant to (a) or (b);

Contract means the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;

Control shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly;

Customer means S. Norton & Co Limited registered in England and Wales with company number 01859428;

Customer Materials has the meaning set out in clause 5.3(e);

Customer IT Systems means the information technology and computer systems, networks, hardware, software, data or equipment owned or used by the Customer or any company in the Customer's group of companies;

Data Protection Legislation means all legislation and regulatory requirements in force from time to time in the UK (and, if applicable to the Contract, the European Economic Area) relating to the use of personal data and the privacy of electronic communications, including: (i) the Data Protection Act 2018 and any successor UK legislation; (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR) (and, if applicable to the Contract, the General Data Protection Regulation ((EU) 2016/679) (EU GDPR)); (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and (iv) the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party).

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);

Delivery Date has the meaning given in clause 4.2(a);

Delivery Location has the meaning given in clause 4.2(b);

Goods means the goods (or any part of them) set out in the Order;

Goods Specification means any specification for the Goods, including any MITP or any related plans and drawings, that is agreed in writing by the Customer and the Supplier;

Force Majeure Event means circumstances or causes beyond a party's reasonable control including: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than, in relation to each party, the personnel of that

party or any member of the group of companies to which that party belongs); and interruption or failure of a utility service.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service 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;

Losses means all damages, losses, liabilities, claims, actions, costs, expenses (including fees and disbursements for legal or professional services), proceedings, judgments, consensual settlements, penalties, fines, demands, interest and charges whether arising under statute, contract or at common law;

Mandatory Policies means all of the Customer's business policies, procedures and codes applicable to the Supplier's provision of Goods or Services to the Customer and which the Customer provides to the Supplier in writing;

MITP means Manufacturing, Inspection and Test Plan;

Order means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or in the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be;

Performance Dates has the meaning given in clause 5.2;

Security Event means any unauthorised access to, or misuse of,:

(i) the Supplier IT Systems; or

(ii) the Customer IT Systems to the extent caused by or attributable to the interaction of any Supplier IT Systems with any Customer IT Systems as part of the provision of the Services;

Services means (if any) the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Order and as may be more particularly described in any Service Specification;

Service Specification means the description or specification for the Services agreed in writing by the Customer and the Supplier;

Supplier means the company or entity from whom the Customer purchases the Goods and/or Services; and

Supplier IT Systems means the information technology and computer systems, networks, hardware, software, data or equipment owned or used by the Supplier or any company in the Supplier's group of companies.

1.2 Interpretation:

(a) words in the singular include the plural and vice versa and any gender includes a reference to all other genders;

(b) the headings of these Conditions are for convenience only and shall not affect the interpretation of the Contract;

(c) a reference to the Contract or to any other agreement or document referred to in these Conditions is a reference to this Contract or such other document or agreement as amended or varied in accordance with its terms from time to time;

(d) a reference to legislation or a legislative provision:

(i) is a reference to it as amended, extended or re-enacted from time to time; and

(ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision;

(e) 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; and

(f) a reference to writing or written includes email.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer 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:

(a) the Supplier issuing written acceptance of the Order; or

(b) 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 waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

2.6 The Customer's Affiliates may purchase Goods and/or Services in accordance with these Conditions by placing an Order and the Supplier shall deal with the Affiliate as if it were a party to the Contract in place of the Customer. The Affiliate shall have the same rights as the Customer under the applicable Contract and may enforce its terms against the Supplier. The Customer may, as agent and trustee, enforce the terms of the applicable Contract on behalf of any of its Affiliates and for this purpose the Customer may recover the Affiliate's Losses as if they were its own. To give effect to this clause 2.6 references to the Customer shall be taken to mean the Affiliate where applicable.

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

(a) correspond with their description and any applicable Goods Specification;

(b) 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;

(c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

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 Customer 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. If applicable, the Customer may incorporate in the Specification and / or Order a MITP pursuant to which the Customer may specify, at any stage of the manufacturing process, additional testing and inspection requirements or procedures.

3.4 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions and require the Supplier to take further remedial actions as a result of such further inspections and tests, until such time as the Customer considers that the Goods do comply with the Supplier's undertakings at clause 3.1.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

(b) 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

(c) it states clearly on the delivery note any requirement for the Customer 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:

(a) on the date specified in the Order or, if no such date is specified, then within 30 days of the date of the Order (**Delivery Date**);

(b) to the address for delivery of Goods as set out in the Order (Delivery Location);

(c) during the Customer's normal business hours, or as instructed by the Customer; and

(d) unless otherwise agreed in writing by the parties, in accordance with any rules of the International Chamber of Commerce's Incoterms® 2020 Rules set out in the Order.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 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. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.

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

5. Supply of Services

5.1 The Supplier shall from the Commencement Date (unless a different date is specified in the Order, in which case, from the date set out in the Order) and for the duration of the Contract provide the Services to the Customer in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or Service Specification or that the Customer otherwise notifies to the Supplier

(**Performance Dates**), and time is of the essence in relation to any of the Performance Dates.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) 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;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (e) provide all materials, equipment, vehicles, tools, data or other information and such other items as are required to provide the Services, save for any materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**);
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) comply with: all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services; and the Mandatory Policies;
- (i) comply with all health and safety rules and regulations and any other security and other site requirements that apply at any of the Customer's premises at which Services will be carried out or received;
- (j) hold all 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;

(k) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and

(l) comply with any additional obligations as set out in the Service Specification.

6. Customer remedies

6.1 If the Supplier fails to deliver the Goods by the Delivery Date or fails to perform the Services by the Performance Dates, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;

(c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;

(d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that the Supplier has not delivered; and

(e) 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 the Delivery Date or the Performance Dates.

6.2 If the Goods are not delivered by the Delivery Date, the Customer may, at its option, claim or deduct 5% of the price of the Goods for each week's delay in delivery of the Goods, by way of liquidated damages, up to a maximum of 5% of the total price of the Goods.

6.3 If the Services are not performed by the Performance Dates, the Customer may, at its option, claim or deduct 5% of the sum of the price of the Goods and the Charges for 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 sum of the price of the Goods and the Charges for the Services.

6.4 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) 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;

(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;

(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and

(f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.5 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;

(c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the Charges paid for the Services;

(d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

(e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and

(f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 5.3(d).

6.6 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods provided by the Supplier.

6.7 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. Customer's obligations

7.1 The Customer shall:

(a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of the Supplier providing the Services and delivering the Goods; and

(b) provide such necessary information for the provision of the Services and delivery of the Goods as the Supplier may reasonably request.

8. Charges and payment

The price for the Goods:

(a) 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

(b) 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 the Customer.

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 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.

8.3 In respect of the Goods, the Supplier shall invoice the Customer in accordance with the payment profile / milestone payments set out in the Order (if any), on or at any time after completion of delivery or as otherwise agreed by the parties in writing. In respect of the Services, the Supplier shall invoice the Customer on completion of the Services, unless a different invoice frequency is set out in the Order or otherwise agreed by the parties in writing. Each invoice shall include such supporting information required by the Customer and notified to the Supplier to verify the accuracy of the invoice, including the relevant purchase order number.

8.4 In consideration of the supply of the Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts by no later than the end of the month following the month in which a correctly rendered invoice is received to a bank account nominated in writing by the Supplier.

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value 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 and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then the Customer 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 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due.

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 shall allow the Customer to inspect such records at all reasonable times on request.

8.8 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. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. 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.

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 Customer Materials) shall be owned by the Supplier.

9.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables. The Customer may sub-licence these rights to its Affiliates.

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

9.4 All Customer Materials (and all rights therein) are, and shall at all times remain, the exclusive property of the Customer.

10. Indemnity and liability

10.1 The Supplier shall indemnify the Customer against all Losses suffered or incurred by the Customer arising out of or in connection with:

(a) any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, manufacture, supply or use of the Goods, or the receipt, use or supply of the Services (excluding the Customer Materials);

(b) any: claim made against the Customer in respect of damage to property, death or personal injury; or any damage to the Customer's property, arising out of, or in connection with, any fault or defect in the Goods (as delivered) or the materials or workmanship of the Services;

(c) any other claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods (as delivered) or the supply of the Services; and

(d) the occurrence of a Security Event, including any amount of monies wrongly paid by the Customer to a third party as a result of the Security Event.

10.2 The Supplier shall take all appropriate measures, including appropriate technical and organisational measures, to protect against a Security Event. On the occurrence of a Security Event, the Supplier shall promptly notify the Customer.

10.3 The Customer shall not be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise for any:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; or
- (g) indirect or consequential loss.

10.4 Subject to clause 10.3, the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed the Charges paid by the Customer under this Contract.

10.5 This clause 10 shall survive termination of the Contract.

11. Data protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of the Data Protection Legislation.

12. Insurance

12.1 During the term of the Contract and for a period of three years thereafter, 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, on the Customer'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.

13. Termination

13.1 The Customer may terminate the Contract in whole or in part at any time before delivery of the Goods is complete or provision of the Services has commenced with immediate effect by giving written notice to the Supplier, at which point the Supplier shall immediately cease all work on the Contract. In the event that the Customer exercises its right of termination pursuant to this clause 13.1, the Customer shall pay to the Supplier fair and reasonable compensation for any work in progress carried out by the Supplier on the Goods or Services as at the time of termination, but such compensation shall not include any loss of profits (actual or anticipated) or any indirect or consequential loss.

13.2 Without limiting or affecting any other right or remedy available to it, the Customer may terminate the Contract:

(a) with immediate effect by giving written notice to the Supplier if:

- (i) there is a change of control of the Supplier; or
- (ii) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (iii) the Supplier commits a breach of clause 5.3(h),

(b) for convenience by giving the Supplier no less than [one] months' written notice.

13.3 Without limiting or 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:

(a) 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 14 days after being notified in writing to do so;

(b) 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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

(c) 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.

14. Consequences of termination

14.1 On termination of the Contract for any reason or on expiry, the Supplier shall immediately:

(a) 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; and

(b) return the areas of the Customer's premises at which Services were carried out to such state of reasonable repair as the Customer may direct, save that the Supplier shall not be required to return such areas of the Customer's premises to a higher state of repair than was the case at the point at which the Supplier commenced the provision of Services.

14.2 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of 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 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for four weeks, the party not affected may terminate the Contract by giving no less than 14 days' written notice to the affected party.

15.2 Assignment and other dealings.

(a) 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.

(b) 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 the Customer. In the event that the Customer consents to the Supplier subcontracting any Services, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

15.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination or expiry of the Contract, disclose to any person any Confidential Information of the other party, except as permitted by clause 15.3(b).

(b) Each party (**recipient**) may disclose the other party's (disclosing party) Confidential Information:

(i) to the recipient's (and its Affiliates) employees, officers, representatives, contractors, subcontractors or advisers (Representatives) who need to know such Confidential Information for the purposes of exercising the recipient's rights or carrying out the recipient's obligations under the Contract; and

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

(c) The recipient shall ensure that its Representatives to whom it discloses the disclosing party's Confidential Information comply with this clause 15.3 and the recipient shall be liable for the actions or omissions of its Representatives (and any company in the same group of companies as the recipient or that company's

Representatives) in relation to the Confidential Information as if they were the actions or omissions of the recipient.

(d) Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

(e) This clause 15.3 shall survive termination of the Contract.

15.4 Entire agreement. The Contract constitutes the entire agreement between the parties. Each party acknowledges 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 shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15.5 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.

15.6 Waiver. Except as set out in clause 2.5, 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.

15.7 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 or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this clause 15.7, 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 provisions.

15.8 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post, other next working day delivery service or commercial courier at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the email addresses provided for notice by the parties from time to time.

(b) A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 10.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or 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. In this clause 15.8(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause 15.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15.9 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.

15.10 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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15.11 Further assurance. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Contract.

15.12 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.

15.13 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.