

1. Interpretation

1.1 The following definitions and rules of interpretation apply in the Contract:

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

Claim: has the meaning given in clause 11.2.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 22.

Confidential Information: has the meaning given in clause 13.1.

Contract: the contract between the Customer and the Supplier for the sale and purchase of the Products in accordance with these Conditions.

Customer: Hi-Force Limited (registered in England and Wales with company number 05835528) whose registered office is at Prospect Way, Royal Oak Industrial Estate, Daventry, Northamptonshire, NN11 8PL.

Delivery: completion of delivery of Products specified in the Order in accordance with clause 5.2.

Delivery Date: the date specified for delivery of Products specified in the Order in accordance with clause 2.3(c).

Delivery Location: the location specified for delivery of Products specified in the Order in accordance with clause 2.3(c).

Force Majeure Event: has the meaning given in clause 17.1.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. holding company: has the meaning given in clause 1.5.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related 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, 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.

Mandatory Policies: the Customer's business policies and codes listed in the Schedule, as amended by notification to the Supplier from time to time.

month: a calendar month.

Order: the Customer's order for the Products, as set out in the Customer's purchase order form.

Products: the products described in the Order.

Representatives: has the meaning given in clause 13.2.

Specification: the design, dimensions, tolerances, methodologies, treatments and specification of the Products (being either a Customer Specification or Supplier Specification) as referred to in clause 3.1 (including any changes accepted by the Customer under clause 3.5).

subsidiary: has the meaning given in clause 1.5.

Supplier: the person or firm from whom the Customer purchases the Products.

VAT: value added tax chargeable in the UK.

1.1 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the Contract.

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

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to **writing** or **written** includes email.

1.10 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions.

2.3 The Order shall:

- (a) be given in writing;
- (b) specify the type and quantity of Products ordered; and
- (c) specify the Delivery Date on which the Products ordered are to be delivered, and the Delivery Location.

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

- (a) the Supplier issuing a written acceptance of the Order; and
- (b) the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

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 may at any time prior to despatch of the Products amend or cancel the Order by written notice to the Supplier. If the Customer amends or cancels the Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Supplier's failure to comply with its obligations under the Contract the Customer shall have no liability to the Supplier in respect of it.

3. Specification

3.1 The Specification for the Products will either be one which has been developed by the Customer (a "Customer Specification") or one which has been developed by the Supplier and approved by the Customer (a "Supplier Specification") depending upon the Products being supplied. The Customer will specify when the Order is being placed whether the Products being ordered are to be supplied to a Customer Specification or a Supplier Specification.

3.2 The Supplier will not make any changes to the Specification of any Product (whether a Customer Specification or a Supplier Specification) without following the procedure set out in this clause 3.

3.3 If the Supplier wishes to make any change to the Specification of a Product it will notify the Customer in a format specified by the Customer through a Supplier Request for an Engineering Change Order (SRECO) document. The SRECO document must be submitted and processed in such time period as to ensure that there is no negative effect on the quality or commercial performance of the Products after taking into account the time required by the Customer for investigative actions and the engineering approval process.

3.4 The Customer will carry out such studies, analysis and testing as it considers necessary to evaluate the effect of the changes to the Specification. The Supplier will reimburse the Customer for all costs incurred by it in carrying out those studies, analysis and testing.

3.5 The Customer will notify the Supplier as soon as practicable whether it accepts the proposed change to the Specification. The Customer will not be under any obligation whatsoever to accept the proposed change. If the change is not accepted then the Supplier will continue to supply Products to the Customer in accordance with the original Specification. If the proposed change is accepted by the Customer then the change in Specification will apply from a date to be approved by the Customer in writing.

3.6 All Intellectual Property Rights subsisting in the Customer Specifications will belong to the Customer and the Supplier will not have any rights in or be entitled to use the Customer Specification or the Intellectual Property Rights therein for any purpose other than in relation to the supply of Products to the Customer under the Contract.

3.7 Subject to clause 3.8 all Intellectual Property rights in the Supplier Specifications will belong to the Supplier and the Customer will not have any rights in or be entitled to use the Supplier Specifications or the Intellectual Property Rights therein for any purposes other than in relation to the use, sale or supply of Products supplied by the Supplier under the Contract.

3.8 If any Products incorporate the trade name or trade dress of the Customer then the Supplier will not acquire any rights to them or the Intellectual Property Rights in them other than the right to use them on the Products supplied to the Customer under the Contract.

3.9 The Customer will supply to the Supplier such details of the Customer Specification as the Supplier requires to enable it to supply the Products to the Customer as required under the Contract. All Customer Specifications will be deemed to be Confidential Information and the provisions of clause 13 will apply to them.

4. Manufacture and Quality

4.1 The Supplier shall manufacture and supply the Products in accordance with all generally accepted industry standards and practices that are applicable.

4.2 The Supplier will perform all quality checks and inspections of the Products prior to Delivery which are necessary to ensure that the Products comply with the Contract. The Supplier will ensure that it has all facilities and equipment which are necessary to carry out accurate and effective quality checks and inspections of the Products.

4.3 The Products supplied to the Customer by the Supplier pursuant to the Contract shall:

- (a) conform to the Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer;
- (c) subject to clause 4.4, be free from defects in design, manufacture and workmanship and remain so for [12] months after Delivery; and
- (d) comply with all applicable statutory and regulatory requirements.

4.4 The Supplier will not be liable to the Customer for any failure to comply with clause 4.3(c) if that failure has arisen solely as a result of an error in a Customer Specification (as defined in clause 3.1).

4.5 The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.

4.6 The Supplier shall obtain and maintain at all times all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Products in accordance with the terms of the Contract.

4.7 The Supplier shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, marking, handling, and delivery of the Products.

4.8 The Customer shall have the right to enter the Supplier's premises to inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Products.

4.9 Inspections carried out pursuant to clause 4.8 shall be carried out during business hours on reasonable notice to the Supplier.

4.10 If following an inspection the Customer considers that the Products are not or are not likely to be as warranted under clause 4.3, the Customer shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Products are or will be as warranted under clause 4.3. The Customer shall have the right to re-conduct inspections after the Supplier has carried out its remedial actions.

5. Delivery

5.1 The Supplier shall deliver the Products specified in the Order to the Delivery Location on the Delivery Date.

5.2 Delivery of an Order shall be complete on the completion of unloading of the Order at the Delivery Location.

5.3 If an Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy the Customer may have, the Customer may (subject to clause 12), claim damages for any costs, expenses or losses resulting from the Supplier's failure to deliver the Order on the Delivery Date, provided that the Supplier shall have no liability for any failure or delay in delivering an Order to the

extent that such failure or delay is caused by the Customer's failure to comply with its obligations under the Contract.

5.4 Each delivery of Products shall be accompanied by a delivery note from the Supplier showing the Order number, the actual delivery date, the type and quantity of Products included in the Order and a measurement report and material certification containing such information and in such format as the Customer may specify.

6. Acceptance and defective products

6.1 The Customer shall not be deemed to have accepted any Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.

6.2 If any Products delivered to the Customer do not comply with clause 4.3, or are otherwise not in conformity with the terms of the Contract, then, without limiting any other right or remedy that the Customer may have, the Customer may reject those Products and:

- (a) require the Supplier to repair or replace the rejected Products at the Supplier's risk and expense within a period no longer than the lead time for delivery of those rejected Products which applied under the Order; or
- (b) require the Supplier to repay the price of the rejected Products in full (whether or not the Customer has previously required the Supplier to repair or replace the rejected Products); and
- (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that do not conform with the terms of the Contract.

6.3 The Customer's rights and remedies under this clause 6 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the Contract by the Sale of Goods Act 1979.

6.4 The terms of the Contract shall apply to any repaired or replacement Products supplied by the Supplier.

6.5 If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 6.2(a), the Customer may, without affecting its rights under clause 6.2(c), obtain substitute products from a third party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse the Customer for the costs it incurs in doing so.

7. Title and risk

7.1 The risk in Products delivered to the Customer shall pass to the Customer on Delivery.

7.2 Title to Products delivered to the Customer shall pass to the Customer on Delivery.

8. Price and payment

8.1 The price of the Products 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 as at the date the Contract came into existence.

8.2 The price of the Products:

- (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) includes the costs of packaging, insurance and carriage of the Products.

8.3 No extra charges shall be effective unless agreed in writing with the Customer.

8.4 The Supplier may invoice the Customer for price of the Products plus VAT on or at any time after the completion of Delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.

8.5 The Customer shall pay correctly rendered invoices within [] days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

8.6 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

8.7 If the Customer disputes any invoice or other statement of monies due, the Customer shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. The Supplier's obligations to supply the Products shall not be affected by any payment dispute.

9. Insurance

9.1 During the term of the Contract and for a period of 3 years afterwards the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

(a) public liability insurance for not less than £[AMOUNT] million per claim; and

(b) product liability insurance for not less than £[AMOUNT] million for claims arising from any single event and not less than £[AMOUNT] million in aggregate for all claims arising in a year.

9.2 On the Customer's written request, the Supplier shall provide the Customer with copies of the insurance policy certificates and details of the cover provided.

9.3 Subject to clause 9.1 the Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

9.4 The Supplier shall:

(a) do nothing to invalidate any insurance policy or to prejudice the Customer's entitlement under it; and

(b) notify the Customer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

9.5 If the Supplier fails or is unable to maintain insurance in accordance with clause 9.1, or fails to comply with clause 9.2, the Customer may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

10. Compliance with laws and policies

10.1 In performing its obligations under the Contract, the Supplier shall comply with:

(a) all applicable laws, statutes, regulations and codes from time to time in force; and

(b) the Mandatory Policies.

10.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause 10.1.

11. Indemnity

11.1 The Supplier shall indemnify the Customer 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 and other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

- (a) any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Products which are manufactured to the Supplier Specifications;
- (b) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

11.2 If any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the Customer shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Customer may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to Supplier, but without obtaining Supplier's consent) if Customer reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- (c) give the Supplier access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
- (d) subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

11.3 If a payment due from the Supplier under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Customer shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to the Customer in respect of the payment is the same as it would have been were the payment not subject to tax.

11.4 Nothing in this clause shall restrict or limit the Customer's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.

12. Limitation of liability

12.1 Nothing in the Contract shall limit or exclude the liability of either party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) breach of section 2 of the Consumer Protection Act 1987; or
- (e) the indemnities contained in clause 11; or
- (f) the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.

12.2 Without prejudice to clause 12.1, neither party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- (a) loss of profit; or
- (b) loss of goodwill; or
- (c) loss of business; or
- (d) loss of business opportunity; or
- (e) loss of anticipated saving; or
- (f) loss or corruption of data or information; or
- (g) special, indirect or consequential damage or loss suffered by the other party that arises under or in connection with the Contract.

12.3 Without prejudice to clause 12.1 or clause 12.2 the Customer's total liability arising under the Contract for non-payment of invoices for Products purchased shall be the amount unpaid and any interest which the Supplier is by law able to claim thereon.

13. Confidentiality

13.1 Each party undertakes that it shall not at any time either during the term of the Contract or after its termination disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers of the other party or of any member of its Group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software and market opportunities (**Confidential Information**), except as permitted by clause 13.2.

13.2 Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, agents, consultants or subcontractors (**Representatives**) 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, provided that the disclosing party ensures that its Representatives comply with the confidentiality obligations contained in this clause 13 as though they were a party to the Contract. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party or to be implied from the Contract. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

13.4 If the parties have entered into a separate Non Disclosure Agreement which relates to any aspect of the Contract then in the event of any conflict arising between the terms in the Non Disclosure Agreement and this clause 13, the former will take priority.

14. Termination

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

- (a) the Supplier 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 Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Supplier;
- (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;
- (f) a receiver is appointed over all or any of the assets of the Supplier;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (h) the Supplier ceases, or threatens to cease, to carry on all or substantially the whole of its business.

15. Obligations on termination

15.1 On termination of the Contract each party shall promptly:

- (a) return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it or a member of its Group in connection with the supply of the Products under the Contract;
- (b) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
- (c) erase all the other party's Confidential Information from its computer systems (to the extent possible).

16. Consequences of termination

16.1 On termination of the Contract the following clauses shall survive and continue in full force and effect:

- (a) clause 9 (Insurance);
- (b) clause 11 (Indemnity);
- (c) clause 12 (Limitation of liability);
- (d) clause 13 (Confidentiality);
- (e) clause 15 (Obligations on termination);
- (f) clause 27 (Governing law).
- (g) clause 28 (Jurisdiction)

16.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

17. Force majeure

17.1 **Force Majeure Event** means (subject to clause 17.2) any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) 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;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.

17.2 Non performance or delay in performance by the suppliers or sub-contractors of the Supplier shall not be deemed to be a Force Majeure Event.

17.3 Provided it has complied with clause 17.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 3 days from its start, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of

its obligations under the Contract; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving 1 weeks' written notice to the Affected Party.

18. Assignment and other dealings

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

18.2 The Supplier may not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

19. Subcontracting

19.1 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

20. Severance

20.1 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 shall not affect the validity and enforceability of the rest of the Contract.

20.2 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Further assurance

21.1 At its own expense, 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 reasonably be required for the purpose of giving full effect to the Contract.

22. Variation

22.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. Waiver

23.1 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 breach or default.

23.2 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.

24. Notices

24.1 Any notice or other communication 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 address specified in [SPECIFY RELEVANT DOCUMENT OR PLACE].]

24.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or 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 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

(c) if sent by email, at 9.00 am on the next Business Day after transmission.

24.3 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.

25. Entire Agreement

25.1 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.

25.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

25.4 Nothing in this clause shall limit or exclude any liability for fraud.

26. Third party rights

26.1 The Contract, does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

27. Governing law

27.1 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.

28. Jurisdiction

28.1 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.

