

1. **INTERPRETATION**

1.1. Definitions:

- Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
- Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 19.4
- Contract:** the contract between the Customer and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions
- Customer:** Modulek Limited (registered in England and Wales with company number 07466165)
- Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998
- Delivery Date:** the date or dates specified in the Order (each being a Delivery Date)
- Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services and/or the Goods in any form or media including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts)
- Delivery Location:** the address for delivery of Goods as set out in the Order
- Goods:** the goods (or any part of them) set out in the Order
- Order:** the Customer's order for the Goods, as set out in the Customer's written acceptance of the Supplier's quotation
- Specification:** any specification for the Goods and/or Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier
- Services:** the services including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Specification
- Supplier:** the person or firm from whom the Customer purchases the Goods

1.2. Interpretation:

- 1.2.1. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.2. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3. a reference to writing or written includes faxes and emails.

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 Goods and/or Services in accordance with these Conditions.
- 2.3. The Order shall be deemed to be accepted on the earlier of:
  - 2.3.1. the Supplier issuing a written acceptance of the Order; and
  - 2.3.2. the Supplier doing any act consistent with fulfilling the Order,at which point the Contract shall come into existence.
- 2.4. 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.

3. **THE SERVICES**

- 3.1. The Supplier shall 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.
- 3.2. The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 3.3. In providing the Services, the Supplier shall:
  - 3.3.1. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - 3.3.2. perform the Services with reasonable care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
  - 3.3.3. 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;
  - 3.3.4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
  - 3.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 3.3.6. use good 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;	5.2.	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.
3.3.7.	obtain and at all times maintain all licences and consents which may be required for the provision of the Services;	5.3.	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.
3.3.8.	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;	5.4.	If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 5.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
3.3.9.	observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;	5.5.	The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
3.3.10.	hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (" <b>Customer Materials</b> ") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;	<b>6.</b>	<b>DELIVERY</b>
3.3.11.	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	6.1.	The Supplier shall ensure that:
3.3.12.	comply with any additional obligations as set out in the Specification.	6.1.1.	the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
<b>4.</b>	<b>CUSTOMER OBLIGATIONS</b>	6.1.2.	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.	The Customer shall:	6.1.3.	if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
4.1.1.	provide the Supplier with reasonable access at reasonable times to the premises nominated by the Customer for the purpose of providing the Services; and	6.2.	The Supplier shall deliver the Goods:
4.1.2.	provide such necessary information for the provision of the Services as the Supplier may reasonably request.	6.2.1.	on the Delivery Date;
<b>5.</b>	<b>THE GOODS</b>	6.2.2.	at the Delivery Location; and
5.1.	The Supplier shall ensure that the Goods shall:	6.2.3.	during the Customer's normal business hours, or as instructed by the Customer.
5.1.1.	correspond with their description and any applicable Specification;	6.3.	Delivery of the Goods shall be completed:
5.1.2.	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 expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;	6.3.1.	in the case of delivery by the Supplier, on the completion of unloading the Goods at the Delivery Location. Unless otherwise agreed in writing, the Delivery Location shall be off-road, at any reasonable area specified by the Customer and in such manner so as not to cause an obstruction; or
5.1.3.	where they are manufactured products, be free from defects in design, material and workmanship and remain so for 18 months after delivery; and	6.3.2.	in the case of collection by the Customer, on the completion of the loading of the Goods onto the Customer's vehicle (or the vehicle of any party which the Customer nominates to collect the Goods from the Supplier by prior notice in writing to the Supplier).
5.1.4.	comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.	6.4.	If the Supplier:
		6.4.1.	delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or

- 6.4.2. delivers more than 105% of the quantity of Goods ordered, the Customer may at its 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 the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 6.5. Where the Supplier delivers Goods which are incomplete and/or defective in the sole opinion of the Customer, the Customer shall have the right, within 48 hours of delivery, to notify the Supplier of any defect in the Goods in writing. The Supplier shall respond to the Customer within 24 hours of receipt of the notice with a proposal for the rectification by the Supplier of the Order, which the Supplier shall perform at the location and within the timeframe to be agreed between the parties in writing. Where the parties cannot agree the proposal for rectification within 3 Business Days, the Customer shall have the remedies set out in clause 7.
- 6.6. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be 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 7.
- 7. REMEDIES**
- 7.1. If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 5.1 or if the Supplier fails to perform the Services by the applicable dates, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies:
- 7.1.1. to terminate the Contract;
- 7.1.2. to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- 7.1.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- 7.1.4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 7.1.5. to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party;
- 7.1.6. to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract;
- 7.1.7. to refuse to accept any subsequent performance of the Services;
- 7.1.8. to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party; and
- 7.1.9. to require a refund from the Supplier of sums paid in advance for the Services that the Supplier has not provided.
- 7.2. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier and/or to any substituted or remedial services provided by the Supplier.
- 7.3. The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 8. TITLE AND RISK**
- Title and risk in the Goods shall pass to the Customer on completion of delivery.
- 9. PRICE AND PAYMENT**
- 9.1. Subject to clause 9.6, the price of the Goods shall be the pound sterling equivalent to the price set out in the Order at the date of the Order, or, if no price is quoted, the pound sterling equivalent to the price set out in the Supplier's published price list in force as at the date of the Order.
- 9.2. The price of the Goods:
- 9.2.1. 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
- 9.2.2. includes the costs of packaging, insurance and carriage of the Goods.
- 9.3. Subject to clause 9.6, the price 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 price for the Services shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.4. 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.
- 9.5. No extra charges shall be effective unless agreed in writing with the Customer.
- 9.6. The Customer is entitled to pay by instalments, stage payments or other periodic payments for any Goods or Services under the Contract. The Order shall set out when such payments shall become due from the Customer and/or shall be such dates and such payment amounts as agreed in writing by the parties from time to time. The Supplier shall invoice the Customer for any payments due for Goods and/or Services under the Contract and shall ensure that the invoice includes the date of the invoice, 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 to verify the accuracy of the invoice.
- 9.7. Subject to clauses 9.9 and/or 9.10 below, the Customer shall pay correctly rendered invoices within 30 days after but excluding the date of the invoice ("**Due Date for Payment**"). Where the Supplier fails to carry out its obligations under the Contract for the supply of Goods and/or Services, then the Due Date for Payment shall be the date that payment would have become due from the Customer had the Supplier complied with its obligations under the Contract and no set-off or abatement was permitted by reference to any sum claimed to be due under one or more other contracts. Payment shall be made to the bank account nominated in writing by the Supplier.
- 9.8. If a party fails to make any payment due to the other under the Contract by the Due Date for Payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until

actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith under clause 9.9 and/or 9.10.

9.9. The parties agree that the implied terms of section 109 – section 111 (inclusive) of the Housing Grants, Construction and Regeneration Act 1996 (“**Act**”) and the provisions of the Scheme for Construction Contracts referred to therein shall not apply to the Contract. The final date for any payment due under the Contract shall be 30 days after the Due date for Payment (“**Final Date for Payment**”). The following mechanism shall apply to any Contract between the Supplier and the Customer to determine what payments are due under the Contract in the case of a dispute (“**Dispute**”) as to the price for the Goods and/or Services or part thereof:

9.9.1. if the Customer fails to pay the full sums due under the invoice by the Due Date for Payment, the Supplier shall no later than 5 days after the Due Date for Payment serve a payment notice on the Customer which specifies the sums it considers due from the Customer (“**Payment Notice**”).

9.9.2. if the Supplier fails to serve a Payment Notice on the Customer within 5 days from the Due Date for Payment, the Customer may serve on the Supplier a Payment Notice specifying the sums it considers payable (and this shall have the effect of postponing the Final Date for Payment by the number of days delay in giving the notice);

9.9.3. if the Customer has a Dispute as to any payment due to the Supplier under the Payment Notice (or, upon review, the Customer wishes to amend the amount stated in any Payment Notice served by the Customer on the Supplier under clause 9.9.2), the Customer shall serve a pay less notice (“**Pay Less Notice**”) on the Supplier, not later than 7 days before the Final Date for Payment;

9.9.4. the Pay Less Notice must specify the amount the Customer proposes to withhold and the ground for withholding such payment (where there is more than one ground for the Customer disputing payment, the Customer shall set out each ground and the amount attributable to it);

9.9.5. the parties shall negotiate in good faith to try to agree the price to be paid for the relevant Goods and/or Services;

9.9.6. subject to clause 9.9.7 and clause 9.9.8, the Customer must pay to the Supplier the amount specified in either the Payment Notice or the Pay Less Notice by the Final Date for Payment;

9.9.7. if the parties are unable to reach an agreement as to the sums due from the Customer to the Supplier, either party may refer the Dispute to adjudication in accordance with clause 9.10;

9.9.8. on the condition that the Customer has served a valid Pay Less Notice, the Customer shall be entitled to withhold the payment amount specified in the Pay Less Notice beyond the Final Date for Payment and until the Dispute has been resolved;

9.9.9. Where an effective Pay Less Notice is given, but upon the matter being referred to adjudication in accordance with clause 9.10, it is decided that the whole or part of the amount should be paid by the Customer to the Supplier, then the decision shall

be construed as requiring payment not later than 7 days from the date of the decision or the Final Date of Payment, whichever is the later.

9.10. The parties agree that the implied terms of section 108 of the Act and the provisions of the Scheme for Construction Contracts referred to therein shall not apply to the Contract. The following mechanism shall apply to any Contract between the Supplier and the Customer to determine a Dispute by adjudication, where the parties cannot reach agreement under clause 9.9 above:

9.10.1. where the parties fail to reach agreement over a Dispute, either party may, at any time, serve an adjudication notice (“**Adjudication Notice**”) on the other;

9.10.2. the parties shall cooperate in good faith to secure the appointment of an adjudicator and referral of the Dispute to the adjudicator within 7 days from the date of the Adjudication Notice, (where the parties cannot agree upon the identity of the adjudicator, the Customer shall select an appropriate body to appoint an adjudicator on behalf of the parties);

9.10.3. the parties shall procure that the adjudicator shall reach a decision within 28 days of referral or such longer period as is agreed in writing between the parties;

9.10.4. the adjudicator may extend the period in 9.10.3. by up to 14 days, with the consent of the party by whom the Dispute was referred;

9.10.5. the parties shall cooperate in good faith to procure that the adjudicator shall act impartially and shall take initiative in ascertaining the facts and the law;

9.10.6. the parties may agree in writing that the decision of the adjudicator shall be binding to finally determine the Dispute. Otherwise, the decision of the adjudicator shall be binding until the Dispute is finally determined by legal proceedings, the parties otherwise agree to arbitrate or reach agreement on the Dispute;

9.10.7. the parties agree that the adjudicator, and any employee or agent of the adjudicator shall not be liable for anything done or omitted to be done in the discharge or purported discharge of his or her functions as adjudicator unless the act or omission is in bad faith.

9.11. 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.

## 10. CUSTOMER MATERIALS

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (Customer Materials) and all rights in the Customer material are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with the Customer’s written instructions or authorisation.

**11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. 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.
- 11.2. 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.
- 11.3. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 11.4. All Customer Materials are the exclusive property of the Customer.

**12. INDEMNITY**

- 12.1. The Supplier shall keep the Customer indemnified 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 the Customer as a result of or in connection with:
  - 12.1.1. 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 Goods to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - 12.1.2. 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 defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - 12.1.3. any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, 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;
  - 12.1.4. 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, the receipt, use or supply of the Services (excluding the Customer Materials); and
  - 12.1.5. any claim made against the Customer by a third party arising out of, or in connection with, the supply of Services.
- 12.2. This clause 12 shall survive termination of the Contract.

**13. INSURANCE**

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 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.

**14. CONFIDENTIALITY**

- 14.1. A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 14.2. This clause 14 shall survive termination of the Contract.

**15. COMPLIANCE WITH RELEVANT LAWS AND POLICIES**

- 15.1. In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 15.2. The Customer may immediately terminate the Contract for any breach of clause 15.

**16. TERMINATION**

- 16.1. The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 16.2. Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
  - 16.2.1. the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
  - 16.2.2. the Supplier 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;
  - 16.2.3. the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business;
  - 16.2.4. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

- 16.2.5. 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;
- 16.2.6. there is a change of control of the Supplier;
- 16.2.7. the Supplier commits a breach of clause 3.3.8.
- 16.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 16.4. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 17. 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 it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 1 month, the party not affected may terminate the Contract by giving 7 days written notice to the affected party.
- 18. DATA PROTECTION**
- The Customer may provide the Supplier with personal data in order to enable the Supplier to perform the Contract. The Customer shall be a data controller and the Supplier shall be a data processor (where data controller and data processor have the meanings as defined in the Data Protection Legislation) and the Supplier will comply with the obligations set on the data processor under such legislation.
- 19. GENERAL**
- 19.1. Assignment and other dealings
- 19.1.1. 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.
- 19.1.2. The Supplier may not assign, transfer, mortgage, charge, subcontract, 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.
- 19.2. Subcontracting. 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.
- 19.3. 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.
- 19.4. 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 Customer.
- 19.5. Waiver. Except as set out in clause 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or

remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 19.6. 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 shall not affect the validity and enforceability of the rest of the Contract.
- 19.7. Notices.
- 19.7.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 19.7.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.7.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 19.7.3. This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.
- 19.8. Third party rights. No one other than a party to the Contract shall have any right to enforce any of its terms.
- 19.9. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 19.10. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

These terms and conditions shall apply to the Contract to the exclusion of any other terms and conditions. Signature is not requisite to the Contract.

Signed .....  
For and on behalf of the Supplier

Name of Supplier .....

Date .....