

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

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

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.8.

Contract: the contract between the Supplier and the Customer for the supply of Goods, Mechanical Goods and/or Services in accordance with these Conditions.

Customer: the person, company or authority who purchases the Goods and/or Services from the Supplier.

Delivery Location: has the meaning given in clause 4.1.

Force Majeure Event: has the meaning given to it in clause 16.

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

Goods Specification: any specification for the Goods agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, 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 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.

Mechanical Goods: means Goods of a capital nature such as machinery or electronic equipment.

Non-Mechanical Goods: means any Goods which are not Mechanical Goods.

Order: the Customer's verbal order, written order or official purchase order for the supply of Goods and/or Services.

Order Acknowledgement: the document issued by the Supplier in response to the Order.

Services: the services supplied by the Supplier to the Customer as set out in the Order.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: Productive Innovations Limited registered in England and Wales with company number 13359330.

Supplier Materials: has the meaning given in clause 9.1(f).

1.2 Interpretation:

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

(b) A reference to a party includes its successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) 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.

(e) A reference to **writing** or **written** includes facsimile, email, text messages or any other digital or electronic means able to relay representing sounds of a language with printed symbols, orthography by grouping words grammatically into clauses, phrases or sentences.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Terms and Conditions of Business.

2.2 If the Customer has credit facilities offered by the Supplier the Order shall only be deemed to be accepted when the Supplier issues an Order Acknowledgement, at which point and on which date the Contract shall come into existence (**Commencement Date**). The Supplier shall not be required to accept Orders, and any acceptance shall be at our sole discretion.

(a) If the Customer has no credit facility offered by the Supplier the Customer agrees to refer to and be bound by clause 10.4, 10.5, 10.6 and 10.7.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or descriptions of the Services contained in the Supplier's brochures or on the Supplier's website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

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

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue, unless stated otherwise.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.7 The Supplier does not acknowledge any implied right of cancellation and reserves the right to make such charges as it considers reasonable if, (without prejudice to the foregoing) it accepts in writing that any Order may be cancelled in whole or in part. No cancellation will, under any circumstances, be accepted by the Supplier where Goods have been ordered which are not standard inventory or are custom supplies, or if the Goods have already been despatched to the Customer at the date of the proposed cancellation.

3. Goods

3.1 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including 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 Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.1 shall survive termination of the Contract.

3.2 The Supplier reserves the right to amend the Goods (and/or the Goods Specification) if required by any applicable statutory or regulatory requirement, or to improve capability or performance, at any time without prior notice. The Supplier shall notify the Customer in any such event.

4. Delivery of Goods

4.1 The Supplier shall deliver the Goods to the location set out in the Order Acknowledgement or such other location as the parties may agree (**Delivery Location**)

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

4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.5 If the Customer fails to accept delivery of the Goods within five Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

(b) the Supplier shall store the Goods until physical delivery takes place, and charge the Customer for all related costs and expenses (including handling, transportation, storage and insurance).

4.6 If ten Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted physical delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable handling, storage, transportation and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Return of Goods

5.1 Goods ordered incorrectly by the Customer will not be accepted for return by the Supplier unless prior approval has been given by the Supplier, such approval to be given at the sole discretion of the Supplier and, if given, may be subject to 20% restocking and handling charge to the Customer to cover the Supplier's costs.

5.2 The Customer accepts liability for any additional or related costs for return shipping (including handling, transportation, storage and insurance).

6. Quality of Goods

6.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery or until expiry of any declared shelf life, the Goods shall:

(a) conform in all material respects with their description and any applicable Goods Specification;

(b) be free from material defects in design, material and workmanship; and

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

6.2 Subject to clause 6.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

(a) the Customer gives notice in writing within 3 days of delivery that some or all of the Goods do not comply with the warranty set out in clause 6.1;

(b) the Supplier is given a reasonable opportunity of examining such Goods; and

(c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.

6.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 6 if:

(a) the Customer makes use of such Goods after giving a notice in accordance with clause 6.2;

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

(c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of the Supplier;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(f) the Goods differ from their description or any applicable the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

6.4 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6.6 The Customer must notify the Company within three (3) days of delivery of any Goods which have been damaged in transit, otherwise the Supplier shall not be liable to repair, replace or refund the price of the damaged Goods.

7. Title and risk

7.1 The risk in the Goods or Non-Mechanical Goods shall pass to the Customer upon completion of delivery.

7.2 Upon delivery adequate insurance provision must be in place, provided by the Customer at the Customers cost, to ensure a minimum financial value of not less than 100% of the invoiced value of the nett Goods or Non-Mechanical Goods are covered.

7.3 Title to the Goods or Mechanical Goods shall not pass to the Customer until the earlier of:

(a) the Supplier receives payment in full (in cash or cleared funds) for the Mechanical Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

(b) the Customer resells the Mechanical Goods, in which case title to the Mechanical Goods shall pass to the Customer at the time specified in clause 7.5.

7.4 Until title to the Goods or Mechanical Goods has passed to the Customer, the Customer shall:

(a) store the Goods or Mechanical Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods or Mechanical Goods;

(c) maintain the Goods or Mechanical Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d); and

(e) give the Supplier such information relating to the Goods or Mechanical Goods as the Supplier may require from time to time.

7.5 Subject to clause 7.6, the Customer may not resell or use the Goods or Mechanical Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods or Mechanical Goods. However, if the Customer resells the Goods or Mechanical Goods before that time:

(a) it does so of its own accord and not as the Supplier's agent; and

(b) No title to the Goods shall pass from the Supplier to the Customer immediately before or at the time at which sale by the Customer occurs.

7.6 If before title to the Goods or Mechanical Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), then, without limiting any other right or remedy the Supplier may at any time:

- (a) require the Customer to deliver up all Goods or Mechanical Goods in its possession which have not been used, or irrevocably incorporated into another product; and
- (ii) if the Customer fails to do so promptly, the Customer allows the Supplier or a nominated representative to enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. Supply of Services

8.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 The Supplier reserves the right to amend the Service Specification if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

8.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8.5 In the event of any breach of the warranty in clause 8.4 by the Supplier, it shall either (at its option), re-perform the Services or refund the price of the defective Services provided that the Customer gives notice in writing within a reasonable time of discovery that the Services did not comply with the warranty.

9. Customer's obligations

9.1 The Customer shall:

- (a) ensure that the terms of the Order and, if relevant, any information it provides in the Service Specification and the Goods Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier with such information as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) obtain and maintain all necessary approvals, consents, licences and permissions which may be required for the Services before the date on which the provision of Services are to due to commence;
- (e) if the Supplier is required to perform any Services at the Customer's premises, shall ensure that those premises are safe and that the Supplier is notified of any health and safety requirements which are applicable;
- (f) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- (g) comply with any additional obligations as set out in the Service Specification and the Goods Specification.

9.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10. Charges and payment

10.1 The price for Goods:

- (a) shall be the price set out in the Order Acknowledgement; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, unless otherwise agreed, and which shall be invoiced to the Customer.

10.2 The charges for Services shall be the charges set out in the Order Acknowledgement or, if no charges are quoted, the charges for the Services shall be calculated on a time and distance basis:

- (a) the charges shall be calculated in accordance with the Supplier's mileage and hourly fee rates as per each individual Customer quotation;
- (b) the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- (c) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses and for the cost of materials or services provided by third parties and required by the Supplier for the performance of the Services.

10.3 The Supplier reserves the right to:

- (a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier due to:
 - (i) any factor beyond the control of the Supplier including changes in foreign exchange rates, taxes, duties, shipping, insurance, labour, vehicle fuel or manufacturing costs;
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods
- (iv) a manifestly incorrect price provided by the Supplier.

fs10.4 In respect of Goods or Services, the Supplier shall send an official quotation to the Customer. All monetary amounts are exclusive of amounts in respect of value added tax (**VAT**). The Suppliers terms and conditions of business will prevail as principle.

- (i) The Suppliers terms and conditions of business will be sent to the Customer with every official quotation and form part of the official quotation.
- (ii) The Supplier requires the Customer to send an official Purchase Order accepting the numbered official quotation. Written communication from the Customer to the Supplier confirming the Customers acceptance of an official numbered quotation will form the Contract between the Supplier and Customer.

10.5 In respect of Goods or Services, the Supplier shall invoice the Customer upon receipt of an official purchase order to secure Goods or provision of Services for the Customer. All nett amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall pay to the Supplier the total invoice amount including the nett Goods and Services and the VAT amount, to enable supply of the Goods or Services.

10.6 After three initial transactions, the Supplier may agree, at its sole discretion, to offer credit terms to the Customer, which the Supplier shall be entitled to revoke at any time. The Customer shall pay each invoice submitted by the Supplier strictly within the payment terms detailed on upon the Supplier invoice, unless specifically agreed otherwise confirmed in writing by the Supplier.

10.7 The Customer shall pay each invoice in full and in cleared funds to a bank account nominated in writing by the Supplier. These will in every case be declared upon each Supplier quotation and VAT invoice.

10.8 Time of receipt of payment for Goods or Services shall be of the essence of the Contract.

10.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14 (Termination), 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 10.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Intellectual property rights

11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

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

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

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

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

13. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.2 Subject to clause 13.1, the Supplier's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.

13.3 In clause 13.2:

(a) **cap.** The cap is the greater of £100,000 and one hundred per cent (100%) of the total charges in the contract year in which the breaches occurred;

(b) **contract year.** A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it;

(c) **total charges.** The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of goods and services actually supplied by the Supplier, whether or not invoiced to the Customer; and (d) **total liability.** The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

13.4 Subject to clause 13.1, the following types of loss are wholly excluded:

(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.

(g) Indirect or consequential loss.

13.5 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 6 and clause 8. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

13.6 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.7 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than four weeks' written notice.

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

(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 28 days after receipt of notice 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), 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;

(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; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

14.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods or Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on or before the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of termination

15.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Goods, Mechanical Goods or Materials which have not been fully paid for. If the Customer fails to do so, then the Supplier, or a nominated representative of the Supplier, may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination of the Contract shall not affect any rights, remedies, obligations and 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.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

16. 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 result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

17. General

17.1 Assignment and other dealings

- (a) The Supplier 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 Customer 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 Supplier.

17.2 Notices.

- (a) Any notice 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 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 sent by email to the address specified by either party from time to time.
- (b) Any notice shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) 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; and
 - (iii) if sent by email, at the time of transmission; but
- (iv) if deemed receipt under the previous paragraphs of this clause 17.2 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday), then at 9.00 am on the day when business next starts.

(c) This clause 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.

17.3 **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.

17.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 **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.

17.6 Entire agreement.

- (a) 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.
- (b) 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

17.7 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

17.9 **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.

17.10 **Jurisdiction.** Each party irrevocably agrees that the Law 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.

a) In the event that a dispute arises, each party agrees that the following court shall have exclusive jurisdiction over the matter: -

Warwick Combined Court
Warwickshire Justice Centre
Newbold Terrace
Leamington Spa
CV32 4EL
England. U.K.

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