



Stephenson Gobin Limited Terms and Conditions of Purchase

1. Interpretation

1.1. In these Conditions:

Affiliate	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
Business Day Conditions	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business); the terms and conditions set out in this document as amended from time to time in accordance with clause 17.7 and (unless the context otherwise requires) includes any special terms agreed in writing (excluding electronic mail) between the Customer and the Supplier;
Contract	the contract between the Customer and the Supplier (in accordance with clause 2.3) for the sale and purchase of the Goods and/or the Services as outlined in the Order to be performed in accordance with these Conditions and incorporating the Specification and any other documents referenced therein;
control	shall be as defined in section 1124 of the Corporation Tax Act 2010;
Customer	Stephenson Gobin Limited (registered in England and Wales with company number 01061427);
Customer's Operating Hours	7.30 am to 4 pm Monday to Thursday and 7.30 am to 12 noon Friday;
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 in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, data and specifications;
Excluded Loss	means any of the following: (a) loss of profit (whether direct or indirect); (b) loss of anticipated profit; (c) loss of production; (d) loss of product use; (e) loss of turnover; (f) loss of business opportunity; (g) loss of goodwill; in each case whether the same shall arise directly or indirectly, or any indirect, special or consequential loss or damage, costs, expense or claims for compensation whatsoever;
Force Majeure Event	the following events arising beyond the reasonable control of the Supplier: national strikes or national industrial disputes (excluding the workforce of the Supplier); national failure of a utility service or transport network; acts of nature; war; riot; civil commotion; compliance with any law or governmental order, rule, regulation or direction; fire; or flood;
Free Issue Materials	means all goods, materials, tools and equipment to be provided by the Customer to the Supplier in connection with the Services (if any) as described in the Order;
Goods	the goods (or any part of them) set out in the Order;
Incoterms	the international commercial delivery terms published by the International Chamber of Commerce in 2020;
Intellectual Property Rights	means any patent, registered design, copyright, database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, rights in un-patented know-how, rights of confidence or any other intellectual or industrial property right of any nature whatsoever in any part of the world;
Mandatory Policies	the following business policies of the Customer: the British Engines Group Business Ethics Policy; the British Engines Group Anti-Corruption and Bribery Policy; and the British Engines Group Anti-Slavery and Human Trafficking Policy, as amended by the Customer from time to time and available at www.britishengines.co.uk/about-us/compliance/ ;
Order	the Customer's order for the Goods and/or the Services, as set out in the Customer's purchase order form;
Services	the services which the Supplier is to supply in accordance with these Conditions and which are described in the Order;
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;
Supplier	the person or firm from whom the Customer purchases the Goods and/or the Services, as named in the Order;
Writing and any similar expression	includes facsimile transmission and comparable means of communication and, unless expressly stated otherwise, electronic mail.

1.2. A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

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 the 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 Goods

- 3.1. The Supplier warrants that on delivery, and for a period of 24 months from the date of delivery or 18 months from the date of first use (whichever is the later) (**warranty period**), the Goods shall:
 - 3.1.1. correspond with their description and any applicable Specification;
 - 3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
 - 3.1.3. where they are manufactured products, be free from defects in design, material and workmanship;
 - 3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - 3.1.5. where it is expressly made known to the Supplier by the Customer in writing that the Goods are required for any particular purpose, be fit for that purpose.
- 3.2. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 3.1 in any of the following events:
 - 3.2.1. the defect arises because the Customer failed to follow the Supplier's written instructions as to the storage, commissioning, installation, use and maintenance of the Goods;
 - 3.2.2. the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - 3.2.3. the Customer alters or repairs such Goods without the written consent of the Supplier; or
 - 3.2.4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 3.3. 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.
- 3.4. The Customer shall have the right to inspect and test the Goods at any time before delivery.
- 3.5. 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 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.6. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery

- 4.1. The Supplier shall ensure that:
 - 4.1.1. the Goods are properly packed and secured in accordance with the Customer's written instructions and in such manner as to enable them to reach their destination in good condition;
 - 4.1.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Customer's Order number, the type and quantity of the Goods (including the Customer's part number as set out in the Order), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of the Goods remaining to be delivered;
 - 4.1.3. 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; and
 - 4.1.4. if the Customer delivers Goods to the Supplier in connection with any Services, the Goods shall be returned to the Customer using the same packaging or, in the event that such packaging is damaged by the Supplier and is not capable of being used, the Supplier shall provide replacement packaging of a similar standard to the Customer at the Supplier's cost.
- 4.2. The Supplier shall deliver the Goods:
 - 4.2.1. on the date specified in the Order;
 - 4.2.2. unless specified otherwise on the Order, to the Customer's premises at South Church Enterprise Park, Unit 20 Longfield Road, Bishop Auckland, DL14 6XB, England or such other location as is set out in the Order, or as instructed by the Customer prior to delivery (**Delivery Location**); and
 - 4.2.3. during the Customer's Operating Hours, or as otherwise instructed by the Customer.
- 4.3. Where the Goods are delivered in accordance with the Incoterms, delivery of the Goods shall be completed in accordance with the relevant Incoterm. Where the Goods are delivered by the Supplier to the Customer's premises, delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 4.4. If the Supplier:
 - 4.4.1. delivers less than 90% of the quantity of Goods ordered, the Customer may reject the Goods; or
 - 4.4.2. delivers more than 110% 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.
- 4.5. 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.

5. Title and risk

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

6. Supply of Services

- 6.1. The Supplier shall for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 6.2. The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.
- 6.3. In providing the Services, the Supplier shall:
 - 6.3.1. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - 6.3.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry;
 - 6.3.3. 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 expressly or impliedly made known to the Supplier by the Customer;
 - 6.3.4. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 6.3.5. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;



- 6.3.6. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 6.3.7. where applicable, observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and
- 6.3.8. hold all Free Issue Materials in safe custody at its own risk, maintain the Free Issue Materials in good condition until returned to the Customer, and not dispose or use the Free Issue Materials other than in accordance with the Customer's written instructions or authorisation.

7. Remedies

- 7.1. If the Goods are not delivered or the Services are not performed on the date they are due as referred to in clause 4.2.1 or clause 6.2 (as applicable), or do not comply with the undertakings set out in clause 3.1 or clause 6.3, then, without limiting any of its other rights or remedies, the Customer shall have the right to any one or more of the following remedies at its option, whether or not it has accepted the Goods and/or the Services:
 - 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 defective Goods (whether or not rejected) at their existing location, or to provide a full refund of the price of the rejected Goods (if paid);
 - 7.1.4. to refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
 - 7.1.5. to recover from the Supplier any reasonable costs incurred by the Customer in obtaining substitute goods or services from a third party; and
 - 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, including but not limited to costs or losses the Customer may pay to its customer relating to the failed or late performance of the Supplier.
- 7.2. Without prejudice to the Customer's rights in clause 7.1, if the Goods and/or the Services are not delivered on the due date the Supplier shall pay the Customer on demand or the Customer may at its option deduct from its payments to the Supplier 0.25% of the price of the outstanding Goods and/or Services for each day's delay, up to a maximum of 10% of the total price of the Goods and/or Services as liquidated damages. The parties confirm that these sums represent a genuine pre-estimate of the Customer's loss.
- 7.3. If the Customer exercises its rights under clause 7.2, any sums recovered in accordance with clause 7.1 shall be limited to losses incurred by the Customer in excess of the sums recovered under clause 7.2.
- 7.4. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 7.5. The Supplier shall keep the Customer indemnified in full against all direct costs, expenses, damages and losses, including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
 - 7.5.1. 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 and/or the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - 7.5.2. any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods and/or the performance of the Services, 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
 - 7.5.3. 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 and/or the Services, to the extent that the defect in the Goods and/or the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.
- 7.6. This clause 7 shall survive termination of the Contract.
- 7.7. The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

8. Price of the Goods and Services and payment

- 8.1. The price of the Goods and the Services 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 (**Price**). Subject to clauses 8.2, 8.3, and 8.4, payment shall be made in the currency set out in the Order.
- 8.2. Where the national currency of the Supplier's country is the Euro and unless otherwise prohibited by law, in the event that the national currency of the Supplier's country changes from the Euro to another currency (**New Currency**) after the date of the Order but before the due date for payment, with effect from the date on which the New Currency officially becomes and is lawfully recognised by the government of the Supplier's country as the country's new currency (**Conversion Date**), the Customer shall be entitled, at its absolute discretion, to opt to pay the Price in the New Currency.
- 8.3. If the Customer opts to pay the Price in the New Currency, the conversion rate to be applied to the Price shall be the official rate of exchange applied by the National Central Bank of the Supplier's country on the Conversion Date.
- 8.4. If a change in the national currency of the Supplier occurs, the Contract shall if the parties deem it necessary, be amended to comply with any generally accepted conventions and market practice and otherwise to reflect the change in currency.
- 8.5. The Price is exclusive of amounts in respect of value added tax (**VAT**), but includes the costs of packaging, insurance and carriage of the Goods unless stated otherwise in the Order. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 8.6. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 8.7. The Supplier may invoice the Customer for the Goods and the Services on or at any time after the completion of delivery or the Services have been completed and the Deliverables delivered to the Customer or, where it has been agreed that the Customer will collect them, the Customer has been notified that they are ready for collection.
- 8.8. The Customer shall pay correctly rendered invoices within 90 days of the end of month of receipt of the invoice unless otherwise agreed in writing (including email). Payment shall be made to the bank account nominated in writing by the Supplier unless otherwise agreed in writing (including email).
- 8.9. If a party fails to make any payment due to the other under the Contract by the due date for payment (**due date**), then the defaulting party shall pay interest on the overdue amount at the rate of 6% per annum above Lloyds TSB Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of 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.



8.10. The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it or any of its Affiliates by the Supplier against any amounts payable by it to the Supplier under the Contract, or any other contract in place between the Customer and the Supplier.

9. Free Issue Materials

- 9.1. The Supplier acknowledges that all Free Issue Materials and all rights in the Free Issue Materials are and shall remain the exclusive property of the Customer.
- 9.2. 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.

10. Insurance

During the term of the Contract and for a period of six 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 such heads of liability as 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.

11. Confidential information

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are 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 or its services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

12. Compliance with relevant laws and policies

- 12.1. In performing its obligations under the Contract, the Supplier shall:
 - 12.1.1. comply with all applicable laws, statutes and regulations from time to time in force; and
 - 12.1.2. comply with the Mandatory Policies as if it were an employee of the Customer, and notwithstanding any reporting requirements in the relevant policy, report any potential, actual or alleged non-compliance to the Customer immediately.

13. Termination

- 13.1. 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 work-in-progress at the time of termination, but such compensation shall not include any Excluded Loss.
- 13.2. Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
 - 13.2.1. the Supplier commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;
 - 13.2.2. 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;
 - 13.2.3. 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 its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - 13.2.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - 13.2.5. 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;
 - 13.2.6. 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;
 - 13.2.7. a floating charge holder over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver;
 - 13.2.8. a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
 - 13.2.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 13.2.2 to 13.2.8 (inclusive); or
 - 13.2.10. the Supplier suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 13.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. Access and facilities to be provided by the Supplier

- 14.1. The Supplier's progress and quality standards in performing the work under this Contract shall be monitored by the Customer and its customer in accordance with this clause 14. The Supplier shall provide to the Customer (and its customer as required) representatives all reasonable access to its premises for these purposes.
- 14.2. The Supplier shall provide, at no additional direct cost to the Customer, such accommodation and facilities for representatives of the Customer, or its customer, as the Customer may reasonably require. All accommodation provided shall be adequately furnished, lit, heated and ventilated and shall include suitable cloakroom and communication facilities.



- 14.3. As far as is reasonably practical and if required by the Customer, the Supplier shall ensure that the provisions in this clause (14), and clauses 12, **Error! Reference source not found.** and **Error! Reference source not found.** are included in contracts with its subcontractors who will participate in the fulfilment of this Contract. Access to each of such supplier's premises, accommodation and facilities shall be arranged for the Customer (and its customer as required) through the Supplier.
- 14.4. The Customer may, at its absolute discretion and at any time during the performance of the Contract, inspect, or nominate any customer of the Customer, an end user of the Goods and/or the Services, a regulatory body or an independent third party to inspect:
 - 14.4.1. the Supplier's premises where any work related to the Contract is, was or will be carried out, including any tooling or equipment used in connection with the supply of the Goods and/or the Services;
 - 14.4.2. any processes, procedures, policies, systems or plans used by the Supplier in connection with the supply of the Goods and/or the Services;
 - 14.4.3. any materials used, or to be used, by the Supplier in connection with the supply of the Goods and/or the Services;
 - 14.4.4. the Goods, regardless of what stage they are at in the manufacturing, assembly or supply process; and
 - 14.4.5. any financial information of the Supplier, including any annual report, interim accounts or monthly management accounts, and the Supplier will co-operate to the fullest possible extent with the Customer and any party nominated by the Customer, as applicable, to ensure that the Customer, or, as applicable, the Customer's customer, an end user of the Goods and/or the Services, a regulatory body or an independent third party is able to conduct and complete such inspections promptly and to the Customer's (or its customer's as applicable) satisfaction.
- 14.5. The Customer will usually give the Supplier reasonable written notice of its intention to exercise its rights under clause 14.4, however the Customer retains, at its sole discretion, the right to conduct inspections without prior notice to the Supplier, where such inspections are required by the Customer's customer.
- 14.6. The Supplier will ensure that the Customer is able to exercise all its rights set out in clause 14.4 and clause 14.5 against a subcontractor or supplier of the Supplier in connection with the Contract.
- 14.7. If any inspection is required by the Customer under clause 14.4 as a result of reasonable concerns relating to the Supplier's ability to perform its obligations in accordance with the Contract, the Supplier will be responsible for the costs of the inspection.
- 14.8. If the Customer has reasonable grounds for believing the Supplier may be unable to perform its obligations under the Contract, the Customer may require the Supplier to provide written evidence, to the Customer's, or its customer's, satisfaction, that the Supplier is able to fulfil its obligations under the Contract, within 20 days of the Customer's request.
- 14.9. If the Supplier comes under, or believes it is about to come under, the control directly or indirectly of an entity who does not control the Supplier at the commencement of the Contract, it shall notify the Customer immediately.
- 14.10. Any inspections carried out in accordance with this clause 14 will not imply an acceptance of the Goods and/or the Services or any waiver of the Supplier's obligations under the Contract.
- 14.11. The Supplier will, on request, promptly provide the Customer with any point of origin certifications in relation to any Goods or part of any Goods.
- 14.12. The Supplier shall provide a quarterly update to the Customer to include information on current financial health including but not limited to turnover, profit and working capital. The Supplier shall also notify the Customer of any significant risk to the financial health of the business.

15. **Monitoring and reporting**

- 15.1. The parties shall participate in regular review meetings, as reasonably required by the Customer, to monitor progress under the Contract.
- 15.2. The Parties agree that the review meetings perform a key role in the parties' ability to maintain and develop a successful working relationship and avoiding disputes under this Contract. The parties agree to work together to close all review meeting actions within the agreed timescales.
- 15.3. The Supplier shall provide reports to the Customer in respect of its performance of the Contract, as agreed between the parties (**Reports**).
- 15.4. The provision of any Report and its review or receipt by the Customer shall not prejudice any rights or obligations of either party under this Contract.
- 15.5. The Supplier shall ensure that throughout the duration of the Contract it will give the Customer prompt written notice:
 - 15.5.1. of all litigation, arbitration, administrative or adjudication proceedings which would adversely affect the Supplier's ability to perform its obligations under this Contract; and
 - 15.5.2. if the Supplier does not have the legal capacity and/or all necessary licences, permits and consents to exercise its rights and perform its obligations under this Contract.
- 15.6. The Supplier shall use reasonable endeavours to give prior written notice to the Customer if the Supplier intends to sell, transfer, lend or otherwise dispose of (other than by way of security) the whole or any part of its assets if such transaction would affect the ability of the Supplier to perform its obligations under this Contract.

16. **Business interruption and continuity**

- 16.1. The Supplier shall provide such co-operation as the Customer may request in connection with the planning, testing and implementation of the recovery arrangements of the Customer in the event of any circumstances causing an interruption of the Customer's business, including participating in tests of those arrangements as and when reasonably required to do so by the Customer.
- 16.2. The Supplier shall at all times during the term of the Contract, maintain a business interruption recovery and continuity plan in respect of the Goods which accords with good industry practice (a **BIP**). The BIP shall be provided to the Customer (for onward transmission to its customer – as required) on request and the supplier shall keep such BIP up to date and shall review it regularly and shall ensure that up to date copies are provided to the Customer.
- 16.3. The Supplier shall, at the request of the Customer, and not normally more than once in a 12 month period, except where reasonably required in response to specific events, test the BIP and shall provide to the Customer a written summary of the test results within 20 days of the tests being carried out.

17. **General**

- 17.1. Force majeure
Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by a Force Majeure Event, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract and shall notify the Customer of such event within three



Business Days of its occurrence. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 40 Business Days, the Customer may terminate this Contract immediately by giving written notice to the Supplier.

- 17.2. A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. The service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution shall not be permitted by electronic mail.
- 17.3. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.4. Neither party shall assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract with the prior Written consent of the other, such consent not to be unreasonably withheld.
- 17.5. If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 17.6. A person who is not a party to this Contract has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 17.7. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.

18. **Governing law and jurisdiction**

- 18.1. This Contract shall be governed by and construed in all respects in accordance with the law of England and Wales.
- 18.2. The English courts shall have non-exclusive jurisdiction to settle any dispute, controversy or claim arising out of or relating to the Contract, including any question regarding its breach, existence, validity or termination or the legal relationships established by the Contract.