

ASTON MANOR LIMITED – TERMS AND CONDITIONS OF PURCHASE

1 INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

Applicable Laws: all applicable national, foreign or local laws, legislation, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time;

Business Day: any day which is not a Saturday, a Sunday or a bank or public holiday in England;

Colour Standard: maximum tolerance accepted is Delta E of 2. Colours to be measured;

Conditions: these terms and conditions and any special terms and conditions agreed in writing between the Customer and the Supplier. Any special terms agreed in writing by the Customer shall take precedence over these standard terms and conditions;

Confidential Information: the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing, or technical information, know-how, trade secrets, customer and supplier information or business methods, in all cases whether disclosed orally or in writing before or after the date of the Contract;

Contract: any contract between the Customer and the Supplier for the purchase of Goods and/or Services pursuant to an Order incorporating these Conditions;

Customer: Aston Manor Limited, 204 Deykin Avenue, Witton, Birmingham B6 7BH (registered in England and Wales with company number 01699439);

Goods: the goods (including any part or parts of them) which the Supplier is to provide to the Customer pursuant to the Order in accordance with these Conditions;

Intellectual Property Rights: any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world in each case whether registered or not and including any application for registration of the foregoing;

Order: any order from the Customer to the Supplier for the supply of Goods and/or Services in such form as the Customer may determine from time to time;

Services: the services (if any) which the Supplier is to provide to the Customer pursuant to the Order in accordance with these Conditions;

Specification: the Customer's specifications or stipulations for the Goods and/or Services notified in writing to the Supplier in the applicable Order or otherwise;

Supplier means the person, firm or company to whom the Order is addressed; and

VAT means value added tax charged in accordance with the Value Added Tax Act 1994 (as amended).

1.2 Drafting Conventions

- (a) The headings to the Conditions are inserted for convenience only and shall not affect the interpretation or construction of these Conditions.
- (b) Words expressed in the singular shall include the plural and vice versa. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership, or other legal entity.
- (c) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- (d) References to any legislation or legislative provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.

2 BASIS OF CONTRACT

- 2.1 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any quotation, order acknowledgement or any other document issued by the Supplier).
- 2.2 The Order is an offer made by the Customer to the Supplier and the Contract shall come into effect upon acceptance of the Order by the Supplier. Unless previously withdrawn by the Customer, Orders shall be deemed accepted if not rejected by the Supplier by notice in writing within seven days of their date. The Order number must be quoted on all correspondence and all invoices relating to such Order.
- 2.3 No Order shall be capable of acceptance by the Supplier unless it is in writing.

3 GOODS/ SERVICES

- 3.1 The Goods and/or Services shall be as set out on the Order and shall be provided in accordance with the Specification. Where Goods are manufactured with long lead times, or an agreed termination notice period is agreed in writing between the parties, the Supplier shall ensure that sufficient stocks are held under designation to the Customer to meet supply requirements during this notice period.
- 3.2 The Supplier will hold sufficient Goods to meet the requirements of the Customer at all times as continuity of supply is of the essence.
- 3.3 Where the Customer has agreed to provide forecasts:
 - (a) such forecasts shall be given in writing;
 - (b) forecasts shall not constitute orders and shall be subject to variation by the Customer;
 - (c) the Supplier accepts that forecasts are not binding, and the Supplier shall not be entitled to be compensated for any loss which it may sustain, suffer, or incur as a result of any forecasting error attributable to the Customer;
 - (d) if the Supplier anticipates that it will be unable to meet the requirements of a forecast:
 - (i) the Supplier shall inform the Customer in writing as soon as practicable; and

- (ii) without limiting any other right or remedy that the Customer may have, the Customer may at its option agree alternative delivery dates for the relevant Goods or obtain substitute Goods from a third party.

4 DELIVERY

- 4.1 Delivery of the Goods shall take place strictly in accordance with the Customer's delivery instructions (including as to date, time, and location) whether given in the Order or separately.
- 4.2 Date and time of delivery are of the essence of the Contract. The Supplier shall deliver on the date and to the location specified in the Order. The Customer shall be under no obligation to accept delivery of the Goods before the specified delivery time, but reserves the right to do so.
- 4.3 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers including the Order number, the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.4 The Customer shall not be obliged to accept quantities of the Goods which vary from those specified in the Specification or the Order. The Customer shall accept no responsibility for Goods delivered or Services performed in excess of the Order.
- 4.5 The Goods will be properly packed and secured in such a manner as to reach their destination undamaged and in good condition. The Customer shall not be obliged to return to the Supplier any packaging materials for the Goods.
- 4.6 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are 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 shall entitle the Customer to the remedies set out at Condition 10.2 (Warranties).

5 ACCEPTANCE

- 5.1 The Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent. For the avoidance of doubt no inspection or testing by the Customer whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended) nor be deemed a waiver of the Customer's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract, Order and Specification.
- 5.2 The Supplier shall promptly keep the Customer informed of any matter of which it is or reasonably should, as supplier of the Goods, be aware relating to the storage, transportation, handling, assembly or use of the Goods by the Customer (including any Applicable Laws or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that the Customer should take in relation to such matters.

6 TITLE AND RISK

- 6.1 The Goods shall be at the risk of the Supplier until they are delivered and unloaded in accordance with the Contract when, without prejudice to any right of rejection which the Customer may have under the Contract or by law, title to and risk in the Goods shall pass to the Customer, provided that if the Customer pays for the Goods prior to delivery, title to the Goods shall pass to the Customer when payment is made.

7 PROVISION OF SERVICES

7.1 If the Contract is for or includes Services to be performed by the Supplier then, the Supplier undertakes, represents, and warrants to the Customer that the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all reasonable instructions of the Customer;
- (b) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (c) ensure that the Services will conform with all descriptions and specifications set out in the Order and the Specification, and that any deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
- (d) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (e) use the best quality goods, materials, standards and techniques, and ensure that 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;
- (f) obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and
- (h) comply with any reasonable instructions and guidelines issued by the Customer from time to time.

7.2 Date and time of performance of the Services is of the essence of the Contract. The Services shall be provided so as to meet the dates set out in the Order.

8 INTELLECTUAL PROPERTY

8.1 All materials including any Specifications supplied by the Customer, and any copies made by or for the Supplier shall be the property of the Customer, shall only be used for the purposes of this Contract, shall be treated by the Supplier as strictly confidential and shall be returned by the Supplier immediately on request to the Customer at the Supplier's sole risk and cost.

8.2 Any and all Intellectual Property Rights created or acquired in the course of or as a result of any work carried out by the Supplier under or in pursuance of the Contract, whether in the Goods, Services, accompanying documents or otherwise shall, from the date of their creation or acquisition by the Supplier and otherwise promptly upon request by the Customer, belong exclusively, throughout the world, to the Customer.

8.3 The Supplier shall grant or procure the grant of an adequate licence or sub-licence to the Customer at no extra cost, of any Intellectual Property Rights which the Supplier does not own, incorporated or utilised in any work done by the Supplier for the Customer, or Goods or Services provided, in pursuance of the Contract sufficient to enable the Customer to make full use of such work, Goods or Services and to repair, update or maintain the work in which such results are incorporated.

8.4 The Supplier hereby agrees and undertakes promptly at the request of the Customer, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by the Customer to give effect to the provisions and intentions of this Condition 8.

9 PRICES AND PAYMENT

- 9.1 The price of the Goods and/or Services shall be stated in the Order. The price shall be inclusive of all packaging, packing, labelling, export or import or other customs duties taxes or licences, insurance and delivery costs and all other costs incurred by the Supplier in relation to the Goods and their delivery unless otherwise specified in the Order.
- 9.2 The Customer shall make all payments in pounds sterling unless otherwise agreed by the Customer in the Order.
- 9.3 All sums payable under the Contract are exclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.
- 9.4 The Supplier may only invoice the Customer on or after delivery of the Goods or completion of the performance of the Services and invoices submitted early shall be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services. Invoices shall be in such form as the Customer specifies from time to time and the Customer's Order number shall be quoted clearly on each invoice and on all invoice correspondence and advice notes.
- 9.5 Unless otherwise stated in the Order, the Customer shall pay the price of the Goods and/or Services by the end of the second month following the month the invoice was dated following receipt by the Customer of a correctly rendered invoice to a bank account nominated in writing by the Supplier. The date of payment shall be the date on which the Company processes payment. The Company shall not be held responsible for any delays in respect of the period between the processing of such payment and receipt of such payment in cleared funds by the Supplier.
- 9.6 If the Customer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of (2) two per cent per annum above the base rate for the time being of Barclays Bank plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This Condition shall not apply to payments that the Customer disputes in good faith.
- 9.7 The prices charged by the Supplier to the Customer shall not exceed those prices charged by the Supplier to any other customer purchasing the same or similar goods and/or services in the same or smaller quantities and the Customer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.
- 9.8 If any sums are due to the Customer from the Supplier, then the Customer shall be entitled to exercise the right to set-off such sums against any payments due to the Supplier from the Customer under or in relation to this or any other Contract. The Supplier shall not be entitled to apply any amount due to the Customer under the Contract in or towards payment of any sum owing by the Customer to the Supplier in relation to any matter whatsoever.
- 9.9 Any money paid by the Customer to the Supplier in respect of any Goods rejected under these Conditions together with any additional expenditure over and above the price specified in the Order reasonably incurred by the Customer in obtaining other goods in replacement of any rejected Goods shall be paid by the Supplier to the Customer within 14 days of the date of the Customer's notice demanding the same or, at the Customer's sole option, shall be deducted from the money still to be paid by the Customer to the Supplier in relation to such Goods.

10 WARRANTIES

- 10.1 The Supplier undertakes, represents, and warrants to the Customer that the Goods and their packaging and labelling shall:

- (a) be accompanied with accurate, complete, and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
- (b) conform to the Specification and with any instructions of the Customer, and shall otherwise meet the requirements of the Order and this Contract;
- (c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract);
- (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of the Customer);
- (e) comply with all Applicable Laws;
- (f) where applicable meet the Colour Standard; and
- (g) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of Goods of that type.

10.2 Where there is any breach of the Supplier's warranty in Condition 7.1 (Provision of Services) or Condition 10.1 or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods or Services is not complied with, or the Goods or any instalment of the Goods are not delivered at the specified time or the Goods delivered are damaged the Customer shall be entitled at its sole discretion without liability to the Supplier (arising out of such action) and without prejudice to any other right or remedy the Customer may have to take one or more of the following actions to:

- (a) cancel the Contract and treat the Contract as having never been entered into by the Supplier;
- (b) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods;
- (c) refuse to accept any subsequent delivery of the Goods;
- (d) recover from the Supplier any costs reasonably incurred by the Customer in obtaining substitute goods or services from another supplier;
- (e) require the Supplier at its sole cost to replace, repair the Goods or carry out such work as is necessary within 14 days so that the Goods conform to the Contract, Order and Specification;
- (f) require the Supplier at its sole cost to re-execute the Services in accordance with the Contract, Order and Specification within seven days;
- (g) treat this Contract as discharged by the Supplier's breach and:
 - (i) delay payment of the price for the Goods and Services until the requirements of this Contract, Order and any Specification are entirely fulfilled;
 - (ii) refuse to make payment of the price of the Goods or Services; or
 - (iii) require the repayment of any part of the price of the Goods or Services which the Customer has paid whether or not the Customer has previously required the Supplier to repair the Goods, supply any replacement Goods or re-execute the Services; and/or

(h) claim such damages (including on-costs or lost revenue) as may have been incurred by the Customer as a result of the Supplier's breach of the Contract.

10.3 If the Customer claims that an Order has not been fulfilled or has been incorrectly fulfilled the Supplier shall be deemed to accept the validity of the claim unless it serves written notice on the Customer disputing the said claim and stating the reasons for its dispute within seven days of the date of the said claim.

10.4 If the Customer exercises any right under these Conditions the Customer may at its absolute discretion require the Supplier to collect the relevant Goods forthwith within two days or return the Goods to the Supplier at the Supplier's cost.

10.5 The Customer's rights under these Conditions are in addition to any statutory remedies available to the Customer.

11 INDEMNITY

11.1 In addition to any other remedy available to the Customer, the Supplier shall indemnify, defend and hold harmless the Customer in full and on demand from and against any and all liabilities, claims, demands, damages, losses or expenses (including reasonable legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

(a) 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 defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods or 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

(c) 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 manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

11.2 The Supplier shall provide all facilities, assistance and advice required by the Customer or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, the Contract.

12 INSURANCE

12.1 The Supplier shall for so long as it is party to a Contract maintain in force at all times a product liability insurance policy in respect of injury or damage to persons or property arising out of the Supplier's supply of Goods and public liability and professional indemnity insurance policies in respect of the Supplier's provision of Goods or performance of Services, in each case with such indemnity limit as the Customer may from time to time reasonably require, and the Customer shall be entitled to inspect the terms of, and evidence of the existence of, each such policy at any time on reasonable notice.

13 ANTI-BRIBERY

13.1 The Supplier undertakes that it:

(i) has not committed an offence under Sections 1, 2, 6 or 7 of the Bribery Act 2010 (a "Bribery

Offence");

- (ii) has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the Bribery Act 2010;
- (iii) is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010.

13.2 The Supplier agrees that it has in place, and shall maintain until termination of the Contract, adequate documented procedures designed to prevent persons associated with the Supplier (including an employee, sub-contractor, or agent or other third party working on behalf of the Supplier or any Group Customer) from committing a Bribery Offence and shall comply with the Bribery Act 2010.

14 TERMINATION

14.1 The Customer may immediately terminate the Contract by giving notice in writing to the Supplier if:

- (a) the Supplier commits a material breach of any of its obligations under the Contract which is incapable of remedy;
- (b) the Supplier commits a breach of its obligations under the Contract which is capable of remedy and fails to remedy it or persists in such breach after 30 days of having been required in writing to remedy or desist;
- (c) the Supplier:
 - (i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (ii) calls a meeting, gives a notice, passes a resolution, or files a petition, or an order is made, in connection with the winding up or dissolution of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
 - (iii) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;
 - (iv) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
 - (v) calls a meeting, gives a notice, passes a resolution, makes an application or files documents, or an order is made, or any other steps are taken in respect of obtaining a moratorium or a moratorium is obtained for that party;
 - (vi) takes any steps in connection with proposing a reorganisation of the party (whether by way of voluntary arrangement, company voluntary arrangement, scheme of arrangement, compromise, or arrangement or otherwise) or any such reorganisation is effected in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;
 - (vii) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;
 - (viii) has any distress, execution or sequestration or other such process levied or enforced on any of

its assets which is not discharged within 14 days of it being levied;

- (ix) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Condition 14.1(c); and/or
- (d) the Supplier ceases, or appears in the reasonable opinion of the Customer likely or is threatening to cease, to carry on all or a substantial part of its business.

15 CONSEQUENCES OF TERMINATION

- 15.1 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 15.2 Upon termination of the Contract for any reason whatsoever:
- (a) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 15;
 - (b) the provisions of any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
 - (c) subject to Condition 15.2(d) the Supplier shall immediately return to the Customer (or if the Customer so requests by notice in writing, destroy) all of the Customer's property in its possession at the date of termination including all Confidential Information, together with all copies of such Confidential Information and shall make no further use of such Confidential Information;
 - (d) if the Supplier is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by Condition 15.2(c), it shall notify the Customer in writing of such retention, giving details of the documents or materials that it must retain; and
 - (e) the Supplier shall provide all assistance as is reasonably requested by the Customer to transfer the supply of Goods or Services to a replacement supplier.

16 CONFIDENTIALITY

- 16.1 The Supplier shall keep and procure to be kept secret and confidential all Confidential Information belonging to the Customer disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Customer.
- 16.2 The Supplier may disclose Confidential Information to an employee or consultant to the extent necessary for the performance of the Contract provided such disclosure is subject to obligations equivalent to those set out in the Contract.
- 16.3 The obligations of confidentiality in this Condition 16 do not extend to any Confidential Information which the Supplier can show:
- (a) is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under the Contract; or
 - (b) was or is disclosed to it by a third party entitled to do so; or

- (c) the parties agree in writing is not Confidential Information or may be disclosed; or
- (d) is required to be disclosed under any Applicable Law, or by order of a court or governmental body or authority of competent jurisdiction.

16.4 **Data Protection**

- (a) **Definitions:** Terms such as Controller, Processor, Personal Data, Data Subject, Processing, and Personal Data Breach shall have the meanings given in applicable UK data protection laws, including the UK GDPR and the Data Protection Act 2018.
- (b) **Compliance:** Both parties agree to comply with all applicable data protection laws.
- (c) **Roles:** The Supplier is the Controller of any Personal Data shared, and the Customer is the Processor.
- (d) **Supplier Responsibilities:** The Supplier confirms it has obtained all necessary consents and provided appropriate notices to allow the Customer to process Personal Data (such as employee names and email addresses) lawfully under this agreement.
- (e) **Customer Responsibilities:** The Customer will:
 - (i) Only process Personal Data as instructed by the Customer, unless required by UK law.
 - (ii) Ensure staff handling Personal Data are bound by confidentiality.
 - (iii) Not transfer Personal Data outside the UK without the Customer's written consent and appropriate safeguards.
 - (iv) Assist the Customer with data subject requests and compliance obligations, where reasonable.
 - (v) Notify the Customer promptly of any Personal Data Breach.
 - (vi) Delete or return Personal Data upon termination of the agreement, unless legally required to retain it.
 - (vii) Maintain records to demonstrate compliance and inform the Customer if any instruction breaches data protection laws.

16.5 **ECCTA.** Each party shall:

- (a) comply with all applicable laws and regulations, including the Economic Crime and Corporate Transparency Act 2023 ("ECCTA"), and shall maintain policies and procedures reasonably designed to prevent fraud and economic crime;
- (b) implement reasonable procedures to prevent fraud, in accordance with the guidance issued under section 204 of ECCTA and shall review and update such procedures regularly and provide a summary of its fraud prevention framework upon request;
- (c) shall cooperate with any reasonable audit or investigation initiated by a regulatory authority in connection with ECCTA compliance and shall promptly provide access to relevant records, policies, and personnel as reasonably required.

17 GENERAL

- 17.1 The Contract is personal to the Supplier. The Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of the Customer.
- 17.2 The Customer may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Supplier.
- 17.3 A person who is not a party to the Contract has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract.
- 17.4 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- 17.5 If at any time any part of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.
- 17.6 The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of the Contract shall be in writing. The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 17.7 No purported alteration or variation of the Contract shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of the Customer.

17.8 Notices

- (a) 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 Condition, and shall be delivered personally, sent by pre-paid first class recorded delivery or other next working day delivery service or commercial courier or email.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 17.8(a); 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.
- (c) The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

18 LAW AND JURISDICTION

- 18.1 The Contract, these Conditions and any issues, disputes or claims arising out of, or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 18.2 All disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

