

OPERATIVE PROVISIONS
1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions (unless the context otherwise requires) the following words and phrases shall have the following meanings.

"**Affiliate**" means, when used with respect to any person, any person directly or indirectly Controlling, Controlled by or under common Control with such person.

"**Buyer**" means the entity identified as such in the Purchase Order.

"**Business Day**" shall mean a day on which the banks are ordinarily open for business in the United Kingdom.

"**Buyer Materials**" has the meaning given to it in Clause 13.

"**Call-Off Contract**" means (as applicable) a call-off contract, master services agreement, framework agreement or similar contract that was originated and / or prepared by the Buyer and / or the Buyer's Affiliates and that applies to the Contract.

"**Conditions**" means these standard terms and conditions of sale.

"**Confidential Information**" means all information which is disclosed before or after the date of the Contract by one Party to the other however conveyed and would appear to a reasonable person to be confidential which relates to the business, products, developments, trade secrets, know-how, personnel, customers and suppliers of the Party disclosing it and all information derived from the above together with the existence or provisions of the Contract and the negotiation relating to it.

"**Contract**" means any contract between the Supplier and the Buyer for the sale and purchase of the Goods and / or the Services incorporating these Conditions and the Purchase Order.

"**Control**" means, in relation to an entity (the "**controlled entity**"), the right of another entity (the "**controlling entity**") to cause the direction of the management, policies and decisions of the controlled entity, whether through the ability to exercise voting or management power, the ownership of voting capital, by contract or otherwise.

"**COVID-19**" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemic or disease outbreaks.

"**Default Interest**" means a rate of 3% per annum above the base rate of the Bank of England.

"**Delivery Address**" means such location as the Buyer specifies on the Purchase Order.

"**Delivered Duty Paid**" shall have the meaning set forth in Incoterms 2020 as promulgated by the International Chamber of Commerce.

"**Delivery Note**" means a document produced by the Supplier or the appointed carrier of the relevant Goods to the Buyer to confirm delivery at the Delivery Address.

"**Due Date for Payment**" has the meaning given to it in Clause 11.3.

"**Force Majeure Event**" has the meaning given to it in Clause 18.2.

"**Goods**" means the goods described in the Purchase Order to be supplied by the Supplier to the Buyer (including any part or parts of them).

"**Intellectual Property Rights**" means patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

"**Linked Contract**" means each contract that is linked to the Contract on the basis that:

- (a) it is entered into pursuant to the same Call-Off Contract; and / or
- (b) a reasonable person would consider such contract "linked" to the Contract as, for example, being (i) part of a package of contracts with the Contract or (ii) regarding the same Good and / or Service (or type of Good and / or Service) as the Contract,

and such contract is with the Supplier or an Affiliate of the Supplier.

"**Linked Contract Price**" means the cumulative contract price calculated by adding the contract price of (i) the Contract and (ii) all Linked Contracts of the Contract.

"**Living Wage Foundation**" means an initiative administered by Citizens UK Charity, a charitable organisation registered in England and Wales with charity number 1107264.

"**Mandatory Policies**" means the internal policies of the Buyer as specified on its website.

"**Parties**" means the parties to the Contract, individually referred to as a "**Party**".

"**Price**" means the sum payable by the Buyer to the Supplier for the supply of the Goods and / or the Services as set out in the Purchase Order.

"**Purchase Order**" means the Buyer's standard document which includes or is attached to a statement of work describing the Goods and / or Services to be provided by the Supplier and which provides a maximum value payable by the Buyer to the Supplier.

"**Real Living Wage**" means the wage rate as specified, from time to time, by the Living Wage Foundation.

"**Requisite Consents**" has the meaning given to it in Clause 7.2.

"**Services**" means the services being provided by the Supplier for the Buyer as described in the Purchase Order.

"**Site**" means the site described in the Purchase Order.

"**Specification**" means the specification in relation to the Goods and / or the Services:

- (a) as set out in the Purchase Order;
- (b) in the absence of a specification in accordance with limb (i), as described in the quote or estimate for the Goods and / or Services; and
- (c) in the absence of a specification in accordance with limbs (i) and (ii), per the specification of the Goods and / or Services on the website and/or other documents of the Supplier.

"**Supplier**" means the Party identified as such in the Purchase Order.

"**VAT**" means value added tax and includes any substituted or replacement tax or any similar sales tax or any tax that replaces such sales tax.

1.2 In these Conditions (unless the context otherwise requires):

- (a) any reference to a legislative provision is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- (b) words in the singular include the plural and in the plural include the singular;

- (c) a reference to one gender includes a reference to the other gender;
- (d) Clause headings are for reference only and shall not affect the interpretation of these Conditions;
- (e) the words "**including**" and "**include**" and words of similar effect shall not be deemed to limit the general effect of the words to which they relate; and
- (f) reference to any document shall be construed as a reference to it as varied or supplemented.

2 FORMATION OF THE CONTRACT

2.1 Delivery by the Buyer of a Purchase Order constitutes an offer by the Buyer to purchase the Goods and / or the Services in accordance with these Conditions.

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

- (a) the Supplier issuing a written acceptance of the Purchase Order; or
- (b) the Supplier doing any act consistent with fulfilling the Purchase Order, at which point the Contract shall come into existence.

2.3 On acceptance of the Purchase Order, these Conditions shall be deemed included in the Contract, and the Contract for the supply of Goods and / or Services shall constitute the Purchase Order together with these Conditions.

2.4 Where there is an applicable Call-Off Contract, the Contract shall be subject in its entirety to the terms and conditions of such Call-Off Contract.

2.5 Subject to Clause 2.4, the Contract formed pursuant to Clause 2.3 shall exist to the exclusion of all other terms and conditions that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6 No changes or variations to the Contract shall be effective unless agreed in writing between the Parties.

2.7 If the Parties agree that additional Goods and / or Services are to be provided in addition to those specified in a Purchase Order, this shall be reflected in a further Purchase Order (to which the provisions in Clauses 2.1, 2.2 and 2.3 shall apply).

2.8 No terms or conditions endorsed on, delivered with or contained in the Supplier's confirmation of order or other document shall form part of the Contract.

2.9 In the event of any inconsistency between any of the provisions of an applicable Call-Off Contract, these Conditions, the Purchase Order and any other document forming part of the Contract, the following order of precedence shall apply:

- (a) firstly, the applicable Call-Off Contract;
- (b) then, these Conditions;
- (c) then, the Purchase Order; and
- (d) lastly, any other document forming part of the Contract.

3 INFORMATION IN THE PURCHASE ORDER

3.1 The quantity and description of the Goods and / or the Services shall be as set out in the Purchase Order.

3.2 The Supplier shall be responsible for ensuring that the terms of the Purchase Order (including, but not limited to, the quantity and description of the Goods, any description of the Services and the timeframes for delivery of the Goods and / or Services) are complete and accurate.

3.3 The Buyer reserves the right to correct any typing or clerical or other bona fide error appearing in the Purchase Order or in any order placed by the Buyer at any time up to the time of acceptance of the Buyer's order by the Supplier pursuant to Clause 2.2.

4 DELIVERY OF GOODS

4.1 The Supplier shall deliver the Goods to the Delivery Address in the Purchase Order or such other location as the Buyer shall direct from time to time.

4.2 The Supplier shall:

- (a) ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and be preserved in storage; and
- (b) arrange for suitable transport for the Goods to be delivered to the Delivery Address or such alternative address.

4.3 The Supplier shall deliver the Goods at the time agreed between the Parties (pursuant to the Purchase Order or otherwise). If no such time is agreed for delivery of the Goods, the Supplier shall deliver the Goods within 30 days of the date of Purchase Order and the Supplier shall give 48 hours' notice prior to delivery.

4.4 The Supplier will provide to the Buyer all drawings, certificates or other documentation in the format and quantities specified in the Purchase Order (or if no documentation requirements are specified, the full drawings and manuals necessary for the Buyer to operate and maintain the Goods).

4.5 If the Supplier:

- (a) delivers less than 98% of the quantity of Goods ordered pursuant to the Purchase Order, the Buyer may reject the Goods; or
- (b) delivers more than 102% of the quantity of Goods ordered pursuant to the Purchase Order, the Buyer may at its discretion reject the Goods or the excess of the Goods. If the Buyer chooses to accept the excess Goods, a *pro rata* adjustment shall be made to the invoice for the Goods.

4.6 The Supplier may only deliver the Goods by separate instalments if this is specified in the Purchase Order or otherwise agreed in writing by the Supplier and the Buyer. Such separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.7 The Supplier is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time.

5 QUALITY OF THE GOODS

5.1 The Supplier warrants and guarantees that the Goods shall:

- (a) correspond with their description in the Purchase Order and the Specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement;
 - (c) where they are manufactured products, be free from any defects in design, material and workmanship; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 5.2 The Buyer may inspect and test the Goods at any time before delivery. Where the Buyer considers that the Goods do not meet the requirements in Clause 5.1,

the Buyer may reject the Goods and the Supplier shall immediately take such remedial action (at its own cost) as is necessary to ensure compliance.

5.3 The Supplier shall promptly, at the Buyer's option, repair or replace free of charge any Goods (or defective part of such Goods) manufactured by the Supplier that fail to meet the requirements in Clause 5.1 at any time during the period of 18 calendar months following the date of their delivery or 12 months from their use.

5.4 If the Supplier refuses or fails to promptly repair or replace items when requested under this Clause 5, the Buyer may itself, or through an agent or subcontractor, or otherwise, repair or replace any item itself and the Supplier agrees to reimburse the Buyer for any costs or expenses incurred up to the value of the Purchase Order.

5.5 Goods (or parts of Goods) repaired or replaced in accordance with Clause 5.3 shall be subject to the Conditions as if they were the Goods originally delivered to the Buyer.

5.6 The approval by the Buyer of:
 (a) the delivery of the Goods at the Site; and / or
 (b) after inspection or testing,
 shall not relieve the Supplier of any of its obligations under this Clause 5.

6 RISK/TITLE TO THE GOODS

6.1 Title in the Goods shall pass to the Buyer at the earlier of payment for the Goods or the time of delivery at the Delivery Address (or such other location as directed by the Buyer pursuant to Clause 4.1). The Supplier warrants that it has good title to the Goods at the time of transfer of such Goods to the Buyer.

6.2 Risk in the Goods shall pass to the Buyer at the time of delivery at the Delivery Address (or such other location as directed by the Buyer pursuant to Clause 4.1).

7 SUPPLY OF SERVICES

7.1 The Supplier shall give the Buyer not less than 10 days' notice in writing of the date when the Supplier intends to commence performance of the Services on the Site in accordance with the timeframes set out in the Purchase Order. The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Buyer.

7.2 The Supplier shall be responsible:
 (a) where the Supplier is operating away from the Site, for obtaining and maintaining all licences, permissions, authorisations, consents and permits required to carry out the Services; and

(b) where the Supplier is operating on the Site, for obtaining and maintaining any permits to work, permissions and consents that a Supplier, acting reasonably and in good faith, should be required to obtain and maintain as part of its carrying out of the Services on the site of a buyer,

where requirements in (a) and (b) are referred to, as applicable, as the "**Requisite Consents**".

7.3 The Supplier shall provide the Buyer with such progress reports, evidence or other information concerning the Services as may be reasonably requested by the Buyer from time to time.

8 STANDARD OF THE SERVICES

Subject always to the provisions of these Conditions, the Supplier shall carry out the Services (if applicable):

- 8.1 in accordance with the Purchase Order at the intervals and within the times referred to in the Purchase Order;
- 8.2 in cooperation with the Buyer in all matters relating to the Services, and comply with the instructions of the Buyer;
- 8.3 to conform with all descriptions and any Specification;
- 8.4 in a safe, diligent, reasonable and timely manner;
- 8.5 exercising that degree of skill, care, diligence, prudence and foresight reasonably expected of a skilled and experienced provider of the Services or services of a similar nature;
- 8.6 through personnel possessing the qualifications, professional competence and experience necessary to carry out such services in accordance with Clause 8.5; and
- 8.7 in accordance with all Requisite Consents.

9 BUYER REMEDIES FOR LATE DELIVERY

If the Supplier fails to deliver the Goods and / or perform the Services by the required dates, the Buyer shall without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and / or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Buyer in obtaining substitute Goods and / or Services from a third party;
- (d) where the Buyer has paid in advance for Services that have not been provided by the Supplier and / or Goods which have not been delivered by the Supplier, to have an amount equal to such sums refunded in full by the Supplier; and
- (e) to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates.

10 PRICE

10.1 Unless otherwise agreed in writing, provided that supply of the Goods and / or Services are in compliance with these Conditions, the Buyer shall pay the Price set out in the Purchase Order for the supply of the Goods and / or the Services.

10.2 The Price and any other sums payable by the Buyer for the supply of the Goods and / or the Services:

- (a) is, unless expressly stated otherwise in the Contract, Delivered Duty Paid;
- (b) excludes amounts in respect of VAT, which the Buyer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (c) where applicable, includes the costs of packaging, insurance and carriage.

10.3 No extra charges shall be effective unless agreed in writing between the Buyer and the Supplier.

11 PAYMENT

11.1 The Supplier shall deliver to the Buyer an invoice in accordance with the terms set out in the Purchase Order. Where the Purchase Order includes multiple line items, the invoice shall correspond to the line items on the Purchase Order. The invoice must be addressed to the Buyer, sent to the finance email address specified in the header of the Purchase Order, and include the Purchase Order

number. Invoices without a Purchase Order number will be returned to the Supplier.	(d) strikes affecting the activities at the Site, except for strikes affecting only the Supplier or its subcontractors.	(b) The Supplier assigns to the Buyer and its Affiliates, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services.
11.2 The Buyer reserves the right to reject invoices which are submitted later than 30 days after the Goods have been delivered and/or the Services performed.	18.3 For the avoidance of doubt, COVID-19 shall not be deemed to constitute a Force Majeure Event to the extent that the outbreak of this virus and its actual effects on the ability of the Party claiming relief to fulfil its obligations hereunder was known or was reasonably foreseeable to occur to the relevant Party claiming relief on or before the date of the Contract. For the purposes of this sub-clause, COVID-19 shall include but not be limited to any applicable law, regulation or governmental decision made, passed or otherwise arising as a consequence of COVID-19.	(c) The Supplier shall obtain waivers of all moral rights in the products of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
11.3 The Buyer shall pay correctly rendered invoices on the later of: (a) the final day of the month following the month during which the invoice is received by the Buyer; or (b) within 45 days of receipt of the invoice, (the "Due Date for Payment").	18.4 A Party whose performance is affected by a Force Majeure Event shall:	(d) The Supplier shall, promptly at the Buyer and / or its Affiliate's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer and / or its Affiliates may from time to time require for the purpose of securing for the Buyer and / or its Affiliates the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer and / or its Affiliates in accordance with Clause 23(b).
11.4 The Buyer shall make payment to the bank account nominated in writing by the Supplier.	(a) notify the other Party in writing of the Force Majeure Event, the cause, the expected duration of any consequential delay or non-performance of its obligations and details of the steps being taken to mitigate the effects of the Force Majeure Event; and	24 CONFIDENTIALITY
11.5 If a Party fails to make any payment due to the other Party by the Due Date for Payment, then the defaulting Party shall pay Default Interest on the overdue sum from the Due Date for Payment until the defaulting Party makes payment of such sum.	(b) use reasonable endeavours to continue to perform its obligations under the Contract and avoid, remove or mitigate the effects of the Force Majeure Event on the performance of the affected Party's obligations, and the affected Party must notify the other Party and resume full performance of its obligations as soon as reasonably possible.	24.1 All Confidential Information disclosed by the Buyer to the Supplier or otherwise obtained or developed by the Supplier relating to the Buyer, shall be kept secret and confidential by the Supplier throughout the term of the Contract and for the 3 years following its termination or expiry shall not be used or disclosed other than for the purposes of the proper performance of the Contract or with the prior written consent of the Supplier.
11.6 The Buyer may at any time, set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Buyer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.	18.5 Following notification of a Force Majeure Event pursuant to Clause 18.4(a), the Buyer and the Supplier shall meet without delay with a view to agreeing a mutually acceptable course of action to minimize any effects of such occurrence.	24.2 The obligations of confidentiality in this Clause 24 shall not extend to any matter which the Buyer can show:
12 OTHER BUYER OBLIGATIONS	18.6 Each Party shall bear its own costs arising out of or in connection with a Force Majeure Event.	(a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Contract;
The Buyer and / or its Affiliates shall:	19 TERMINATION	(b) was independently disclosed to it by a third party entitled to disclose the same; or
(a) provide the Supplier with reasonable access at reasonable times to the Buyer's premises for the purpose of providing the Services; and	19.1 The Buyer may terminate the Contract in whole or in part at any time before delivery of the Goods and / or the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Buyer shall pay the Supplier its reasonable documented costs for any work already in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.	(c) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority or competent jurisdiction.
(b) provide such information as the Supplier may reasonably request for the delivery of the Goods and / or the provision of the Services.	19.2 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if:	24.3 Notwithstanding Clause 24.2(a), the Employer shall be entitled to disclose Confidential Information to its Affiliates and its and their respective directors, officers, employees, agents and advisors who need to know such information in connection with the performance of the Contract.
13 BUYER MATERIALS	(a) the Supplier commits a material breach of any term of the Contract and, if that breach is capable of remedy, fails to remedy that breach within 14 days of the Supplier being notified in writing to do so;	25 NOTICES
13.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specification, and data supplied by the Buyer and / or its Affiliates to the Supplier (the "Buyer Materials") in its performance of the Contract and all rights in the Buyer Materials are and shall remain the exclusive property of the Buyer. The Supplier shall keep the Buyer Materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer and not dispose or use the same other than in accordance with the Buyer's written instructions or authorisation.	(b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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;	25.1 A notice required or permitted to be given by either Party to the other under the Contract shall be in writing in the English language, and delivered by hand or sent by registered post to the registered office from time to time of the Supplier or Buyer (as appropriate) or sent by email to the email address of a senior individual on the project team of the Supplier or Buyer (as appropriate).
13.2 The Supplier shall inspect the Buyer Materials and, unless otherwise notified to the Buyer and / or its applicable Affiliate, shall be deemed to have satisfied itself of the correctness and sufficiency of the Buyer Materials for its performance of the Contract.	(c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business; or	25.2 Any notice or document shall be deemed served:
14 ACTIVITY AT THE SITE	(d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.	(a) if delivered by hand, at the time of delivery unless delivered after 5.00 pm on a Business Day or at any time on a day that is not a Business Day in which case they shall be given on the next Business Day;
14.1 The Supplier acknowledges that it is responsible for the security of its equipment at the Site and the safety of its persons entitled to be on the Site including but not limited to any employees, sub-contractors and agents of the Supplier engaged in performing the Services on behalf of the Supplier.	20 CONSEQUENCES OF TERMINATION	(b) if posted, 72 hours after posting; and
14.2 The Supplier shall procure that its personnel take all reasonable steps to protect their safety and the safety of third parties in carrying out the Services, and the Supplier agrees to indemnify and keep indemnified the Buyer from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to the Buyer or a third party by the personnel of the Supplier.	Upon termination of the Contract:	(c) if sent by email, on notice of electronically confirmed receipt.
15 INSURANCE	The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Buyer as a result of or in connection with:	26 GOVERNING LAW
The Supplier shall maintain levels of insurance:	(a) any claim made against the Buyer 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 and / or the delivery of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its personnel, agents or subcontractors;	The Contract and any matter arising from or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
(a) sufficient to cover their liabilities and obligations in connection with the Contract and at law; and	(b) the Supplier shall immediately return all Buyer Materials; and	27 DISPUTES
(b) any additional insurance coverage as may be set out in the Purchase Order.	Clause 24 shall survive the termination of the Contract.	27.1 Subject as may be provided elsewhere in the Contract, all disputes, differences or questions arising in relation to the Contract shall be referred in the first instance to a manager of the Supplier and the head of procurement of the Buyer, who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within 30 days.
16 COMPLIANCE WITH LAW	21 INDEMNITY	27.2 If the manager of the Supplier and the head of procurement of the Buyer fail to resolve the dispute, it shall be referred to the managing director of each of the Supplier and the Buyer, who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within 30 days.
16.1 In performing its obligations under the Contract, the Supplier shall:	The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Buyer as a result of or in connection with:	27.3 If the managing directors fail to resolve the matter within one calendar month, then each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
(a) comply with all applicable laws, statutes and regulations from time to time in force, including (for the avoidance of doubt) the Bribery Act 2010 and the Modern Slavery Act 2015; and	(a) any claim made against the Buyer 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 and / or the delivery of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its personnel, agents or subcontractors;	28 GENERAL
(b) comply with the Mandatory Policies.	(b) any claim made against the Buyer 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 defects are attributable to the acts or omissions of the Supplier, its personnel, agents or subcontractors; and	Entire Agreement
16.2 The Supplier shall:	(c) any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods and / or the delivery 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 personnel, agents or subcontractors.	28.1 These Conditions together with the terms (if any) set out in the Purchase Order constitute the entire agreement between the parties, supersede any previous agreement or understanding between the parties.
(a) ensure that personnel engaged in any activities connected to the Contract are paid in accordance with the Real Living Wage; and	22 LIABILITY	Survival of Remedies
(b) not discriminate against personnel:	22.1 Subject to Clause 22.2, the liability of the Supplier to the Buyer for breach of the Supplier's obligations under the Contract, shall not exceed the amount of whichever is greater of (i) the Linked Contract Price or (ii) £100,000.	28.2 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.
(i) that are members of trade unions (as defined in the Trade Union and Labour Relations (Consolidation) Act 1992); or	22.2 The limitation set out in Clause 22.1 shall not limit or exclude the Supplier's liability for the following:	Waiver
(ii) on the basis of one or more protected characteristics (as defined in the Equality Act 2010).	(a) any breach of the Supplier resulting from gross negligence or wilful default for which the Supplier is liable;	28.3 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
17 ASSIGNMENT, SUB-CONTRACTING AND AFFILIATE RELIANCE	(b) any claim in respect of which the Supplier has recovered or is entitled to recover from any insurer;	28.4 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
17.1 The Buyer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.	(c) any amount which would have been recovered under an insurance policy required to be effected and maintained under the Contract but for:	Severance
17.2 The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Buyer.	(i) the Supplier failing to take out and maintain an insurance policy required under the Contract;	28.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
17.3 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Buyer. If the Buyer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.	(ii) the Supplier vitiating or prejudicing any insurance policy; and	Third Party Rights
17.4 The Supplier acknowledges and agrees that any of the Buyer's Affiliates may rely on, and enforce in favour of the Buyer, any of the rights of the Buyer under the Contract.	(iii) the Supplier failing to make a claim under an insurance policy;	28.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
18 FORCE MAJEURE	(d) fraudulent misrepresentation, wilful misconduct or any other liability not permitted to be limited or excluded under law; or	Own Costs
18.1 Neither the Buyer nor the Supplier shall be responsible for any failure to fulfil any term or condition of the Contract if and to the extent that any fulfillment has been delayed or temporarily prevented by a Force Majeure Event (as such term is exhaustively defined hereunder) which has been notified in accordance with Clause 18.4(a) and which is beyond the control and without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, the said Party is unable to provide against and could not reasonably foresee on entering into the Contract.	(e) pursuant to Clause 21.	28.7 Each Party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of the Contract.
18.2 For the purposes of the Contract, a "Force Majeure Event" may exist only where there is one or more of the following occurrences:	23 INTELLECTUAL PROPERTY	Partnership
(a) earthquake, flood, fire, explosion and / or other natural physical disaster, but excluding weather conditions (regardless of severity);	(a) In respect of the Goods and any goods that are transferred to the Buyer as part of the Services under the Contract, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.	28.8 Nothing in the Contract is intended to create or shall be deemed to create a partnership or joint venture or agency or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party between the parties, or to authorise either Party to act as agent for the other.
(b) war, state of national emergencies, or invasions;		
(c) rebellions, revolutions, insurrections, civil war, or acts of terrorism; and		