

These terms and conditions ("Conditions") apply to all transactions for the supply of any products and/or services ordered by or to be supplied to Lanes Group plc (Company number: 3784486) whose registered office is Elements, Ring Road, Lower Wortley, Leeds, LS12 6AB or by or to any subsidiary company of Lanes Group plc ("subsidiary" having the meaning given to it by sections 1159 and 1160 of the UK Companies Act 2006) (together, the "Buyer").

1.0 Definitions and interpretation

1.1 The following terms shall have the following meanings for the purposes of this agreement:

1.1.1 'Applicable Laws' means, for the time being:

- a) any law, statute, regulation, bylaw, ordinance or subordinate legislation which is in force;
- b) any binding Court order, judgment or decree; and
- c) any industry licence, code, policy, guidance, standard or accreditation terms;
- d) enforceable by law which is in force for the time being; and/or
- e) stipulated by any relevant regulatory authority.

1.1.2 'Confidential Information' means any information concerning either Party's business, affairs, technical or commercial know-how, specifications, inventions, processes or initiatives, customers, clients or suppliers.

1.1.3 'Contract' means any contract between the Buyer and the Supplier for the sale and purchase of Goods and/or the supply of Services in accordance with these Conditions.

1.1.4 'Delivery' means completion of the delivery of the Goods and/or Services pursuant to the Contract in accordance with clause 4 (Delivery) and the other requirements of these Conditions.

1.1.5 'Delivery Date' means such date as is set out in the Purchase Order (subject to amendment).

1.1.6 'Delivery Point' means the address and any specified area, as set out in the Purchase Order (subject to amendment).

1.1.7 'Good Industry Practice' means all relevant practices and professional standards which would be expected of a leading expert supplier of goods and/or services substantially similar to the Goods and/or Services to customers of the same nature and size of the Company.

1.1.8 'Goods' means any products ordered by the Buyer from the Supplier or to be supplied by the Supplier to the Buyer (including any instalment of the Goods or any part of them and any products and/or materials used in the performance of Services in which ownership is intended to pass to the Buyer once the Services have been performed) as set out in the Order.

1.1.9 'Intellectual Property' means any and all intellectual property rights including patents, trade marks, design rights, copyright, rights in databases, domain names, topography rights, know-how, look and feel, rights in confidential information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other party of the world) together with the right to apply for registration of and/or register such rights, any and all goodwill relating or attached thereto and all extensions and renewals thereof.

1.1.10 'Losses' means all losses, claims, proceedings, demands, actions, liabilities, fines, charges, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (in each case whether internal or external costs).

1.1.11 'Material' means any inventions, discoveries, documents, information, items, data, designs, prototypes, drawings, formulations, know-how or other material (in whatever form) including software, firmware, computer programs, documented methodologies blueprints, processes and procedures (including without limitation any records, specifications, business rules and requirements, user manuals, user guides, operations manuals, training materials and instructions).

1.1.12 'Month' means a calendar month.

1.1.13 'Party' and 'Parties' means a party to, or the parties to the Contract.

1.1.14 'Purchase Order' means the order placed by the Buyer with the Supplier for the purchase of the Goods and/or provision of the Services for the duration of the Term.

1.1.15 'Price' means the price of the Goods and/or the charge for the Services, as set out in clause 10 of these Conditions.

1.1.16 'Services' means those specified in the Suppliers's Quotation or other documentation, subject to amendment.

1.1.17 'Specification' means the quality and/or description of the Goods and/or Services as set out in the Purchase Order or as agreed in writing between the Parties including but not limited to any plans, drawings, data, samples, patterns or other information relating to the Goods or Services, as set out in the Purchase Order.

1.1.18 'Supplier' means the person, firm or company to whom the Order is addressed or from whom the Buyer purchases the Goods and/or Services.

1.1.19 "Supplier Equipment" means all plant, equipment, vehicles, temporary buildings, materials, tools, stores, machinery, apparatus, articles and other things of any kind brought onto the Delivery Point by or on behalf of the Supplier for use in the supply and delivery and/or off-loading of the Goods and/or services, but not themselves being part of the Goods and/or Services.

1.1.20 'VAT' means value added tax and any such tax amending or replacing the same or the equivalent taxation in the relevant jurisdiction.

1.1.21 'Working Days' means any day other than a Saturday, Sunday or public bank holiday in England.

1.2 Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

1.3 All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties.

1.4 Acceptance of the Suppliers' Quotation, either by a Purchase Order or by Letter of Intent is deemed as acceptance of these Terms and Conditions.

2.0 Appointment

The Buyer appoints the Supplier to undertake the Services in return for the payments.

2.1 These Conditions shall apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate (including on any quotation or acceptance), or which are implied by trade, custom, practice or course of dealing. Unless expressly excluded, the Contract shall include any applicable Specification, the Order and any special terms and conditions agreed in writing between the Buyer and the Supplier.

2.2 If there is any conflict in meaning between the documents which form the Contract, the parts of the Contract shall prevail and take priority in the following order:

2.2.1 any special conditions agreed in writing;

2.2.2 the Purchase Order;

2.2.3 these Conditions;

2.2.4 the Specification;

2.2.5 No variation to the Order, the Contract or these Conditions shall be binding unless agreed in writing with the authorised representative of the Buyer.

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

3.0 Specification

3.1.1 The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any Specification supplied by the Buyer to the Supplier or agreed in writing by the Buyer. Where a particular standard or performance is specified they shall conform to such performance standard. Where no particular standard of performance is specified the Goods and/or Services shall comply with the relevant current standard specification applicable to the United Kingdom as authorised from time to time by the British Standards Institute or the International Standards Organisation and/or with any relevant trade practice applicable in the United Kingdom.

3.1.2 The Supplier acknowledges that conformity with the Specification is a condition of the Contract and the Buyer shall be entitled to reject any of the Goods and/or Services which are not in conformity with the Specification.

3.1.3 Any Specification supplied by the Buyer to the Supplier, or specifically produced by the Supplier for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in all Specifications shall be the exclusive property of the Buyer.

3.1.4 The Supplier shall comply with all Applicable Laws concerning the manufacture, labelling, packaging, storage and delivery of the Goods and/or the performance of the Services, including the Supplier Code of Conduct. Any quality or Specification control procedure necessary to comply with the Order shall be carried out by the Supplier and the Supplier shall provide the Buyer with details of such procedures and notice in advance of any changes to procedures or manufacturing process.

3.1.5 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.

3.1.6 The Supplier shall not unreasonably refuse any request by the Buyer to inspect and test the Goods and/or Services.

3.1.7 If, as a result of inspection or testing, the Buyer is not satisfied that the Goods and/or Services will comply in all aspects with the Contract, and the Buyer so informs the Supplier within 28 days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance. The Buyer may conduct further inspections and tests after the Supplier has carried out its remedial actions to ensure compliance.

4.0 Delivery

4.1.1 The Goods shall be delivered and the Services performed at the Delivery Point, at the time and date and in the manner specified in the Purchase Order, or as subsequently agreed in writing between the Buyer and the Supplier. Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Order, the Supplier shall give the Buyer reasonable notice of the specified date.

4.1.2 The Buyer reserves the right to adjust the specified date of delivery at any time.

4.1.3 The time of delivery of the Goods and/or of performance of the Services shall be of the essence of the Contract.

4.1.4 If the Supplier fails to deliver to and/or off-load any Goods and/or Services to the correct Delivery Point (otherwise than by reason of fault on the part of the Buyer), the Supplier shall be solely responsible for the costs of re-delivering within an agreed timescale with the Buyer. Should the Supplier fail to do this The Buyer shall be entitled to terminate the Contract in respect of the undelivered Goods and/or unperformed Services or in respect of any other Goods and/or Services already delivered which cannot be effectively and commercially used by reason of the non-delivery and without prejudice to any other rights it may have against the Supplier.

4.1.5 The Supplier shall not deliver the Goods and/or perform Services in instalments without the Buyer's prior written consent. If the Goods are to be delivered and/or the Services are to be performed by instalments, the Contract will be treated as a single contract and will not be severable.

4.1.6 The Buyer shall be entitled to reject any Goods and/or Services delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods and/or Services until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

4.1.7 The Buyer shall not be obliged to return to the Supplier any packaging or packing materials of the Goods, whether or not any Goods are accepted by the Buyer.

4.1.8 Each delivery or consignment of the Goods must be accompanied by a detailed advice note stating the Purchase Order number, the date and number of the delivery schedule together with identification particulars of the Goods supplied and must be displayed prominently. The Buyer shall not have any responsibility or incur any liability for Goods sent without an advice note.

4.1.9 Risk of damage to or loss of the Goods and/or Services shall pass to the Buyer upon completion of Delivery to the Buyer in accordance with the Contract.

4.1.10 Without prejudice to any right of rejection which may accrue to the Buyer under the Conditions, ownership of the Goods and/or Services shall pass to the Buyer on completion of Delivery unless payment for the Goods and/or Services is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods and/or Services have been appropriated to the Contract.

5.0 The Supplier's obligations

5.1.1 Delegation

Not to delegate any duties or obligations arising under this agreement otherwise than may be expressly permitted under its terms.

5.1.2 Notice

To comply with the terms of any Notice specifying a breach of the provisions of this agreement and requiring the breach to be remedied so far as it may be but nothing in this clause is intended to require the Buyer to serve notice of any breach before taking action in respect of it.

5.1.3 perform the Services (a) with reasonable care, skill and diligence in accordance with Good Industry Practice; (b) in accordance with (and shall ensure that its employees and agents comply in all respects with) all Applicable Laws and all relevant aspects of the Safe Systems of Work; and (c) in such a manner as to guarantee that the performance of its obligations under these Conditions shall not result in a breach or violate any contract, undertaking or commitment where the Supplier is a party;

5.1.4 supply the Goods in accordance with (and shall ensure that its employees and agents comply in all respects with) all Applicable Laws, all relevant aspects of the Safe Systems of Work, the terms of these Conditions and (to the extent not in conflict with this requirement) Good Industry Practice;

5.1.5 the Goods will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed (and in particular if the Goods are to be used for food packaging the Goods shall be fit for that purpose) and will remain so for a period of twelve (12) Months from the date of first commercial use of the Goods (but in any event not later than eighteen (18) Months after the Delivery Date);

5.1.6 ensure that the Goods will conform with all descriptions and Specifications set out in the Purchase Order; and

5.1.7 supply the Goods in such a manner as will be suitable for the purpose indicated by or to be reasonably inferred from the Specification, and so as to guarantee that the Supplier's provision of the Goods and performance of its obligations shall not result in a breach or violate any contract, undertaking or commitment where the Supplier is a party.

5.1.8 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

5.1.9 ensure that the Services will conform with all descriptions and Specifications set out in the Order;

5.1.10 observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises;

5.1.11 The Supplier will comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations including but not limited to the Bribery Act 2010, and, in any event, will not and will procure that its employees and service providers (including its subcontractors, agents and other intermediaries) will not corruptly offer, give or agree to give any person whatsoever (including but not limited to private individuals, commercial organisations and public officials) ("Person"), or corruptly solicit, accept or agree to accept from any Person, anything of value, either directly or indirectly, in connection with this Contract (the "Anti-Corruption Obligation"). The Supplier shall have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Corruption Obligation.

5.1.12 The Supplier undertakes, warrants and represents that neither the Supplier nor any of its officers, employees, agents or subcontractors:

- a) has committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
- b) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

5.1.13 The Supplier undertakes, warrants and represents that it shall during the term of the Contract not engage in any activity, practice or conduct which would constitute either:

- a) UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

6.0 The Buyers' obligations

6.1 In consideration of the services to be rendered by the Supplier under this agreement the Buyer agrees to make the Payments promptly. The Buyer may withhold payment of sums due to the Supplier or set-off sums due from the Supplier to the Buyer against sums due to the Supplier at no additional cost to itself where it has reasonable grounds for so doing and, for the avoidance of doubt, any non-payment arising from any such withholding or set-off shall not be regarded as a breach by the Buyer of these Conditions.

6.2 Unless otherwise agreed, payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above the Bank of England Base Rate from time to time in force and shall accrue at such a rate after as well as before any judgment. In the event that the Buyer is acting in the course of a business, the Contractor reserves the right to claim compensation for late payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

7.0 Buyer Remedies

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

- 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 such sums refunded 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.

7.1.2 the Supplier has delivered Goods or provided Services that do not comply with the undertakings set out in the Contract, then, without limiting its other rights or remedies, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods or Services:

- a) to reject the Goods or Services (in whole or in part) whether or not title has passed and to return the Goods to the Supplier at the Supplier's own risk and expense;
- b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- c) to require the Supplier to repair or replace the rejected Goods or perform the Services again within 5 Working Days of receiving written notice to do so, in which case the warranties provided under these Conditions shall apply to the repaired or replacement Goods or Services for the applicable period running from the date of repair or replacement, or to provide a full refund of the price of the rejected Goods or Services (if paid);
- d) to refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
- e) to recover from the Supplier any expenditure incurred by the Buyer in obtaining substitute goods and/or services from a third party; and
- f) to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Supplier's failure to supply Goods and/or Services in accordance with the Contract.

8.0 Changes

8.1 The Buyer shall have the right, by reasonable written notice to the Supplier, to change the nature of any Goods and/or Services covered by the Contract, including any Specification or the time, method or place of delivery and/ or any other matter in relation to these Conditions.

8.2 If the Buyer exercises the right set out in clause 8.1 above, the Supplier shall proceed promptly to make the changes in accordance with the terms of the notice.

8.3 If any such change causes an increase or decrease in the Price or in the time required for the performance of the Contract, an equitable adjustment shall be negotiated promptly and the Contract shall be modified in writing accordingly.

8.4 The Supplier shall deliver to the Buyer as promptly as possible, and in any event within 10 Working Days after receipt of the Buyer's notice, a statement showing the effect of any such change in the Delivery Date(s) and the Price.

9.0 Intellectual Property and Buyers property

9.1 Save as provided in clause 9.2, all right, title and interest (including all Intellectual Property) in and to: (a) patterns, dies, moulds, tooling, drawings or materials supplied by the Buyer or prepared or obtained by the Supplier for and at the sole cost of the Buyer (the "Buyer's Property"); and (b) the Materials shall be the exclusive property of and shall vest in the Buyer upon creation. The Supplier shall not be entitled to use the whole or any part of the Materials except as permitted by the Contract.

9.2 All right, title and interest (including all Intellectual Property) in those elements of the Materials which were created by the Supplier prior to or independently of the performance of the Contract (the "Background Elements") shall be the exclusive property of the Supplier. The Customer shall not be entitled to use the whole or any part of the Background Elements except as permitted by the Contract.

9.3 The Supplier hereby grants to the Buyer a non-exclusive, world-wide, royalty free, irrevocable, perpetual and fully transferable licence for the Buyer to use the Background Elements to facilitate the use of the Materials for the business purposes of the Buyer.

9.4 Where the Materials include software, the software shall be delivered in both object code and source code in the form specified in the Order. The source code shall be accompanied by such programmer's notes, diagrams, flowcharts, algorithms, routines, file and data structures, coding, coding information and specifications as are necessary for a reasonably skilled software engineer to use, develop, copy, maintain, support, correct, improve, adapt, modify and exploit the relevant software.

9.5 The Supplier shall, at the request of the Buyer, sign and execute and shall procure the signature and execution of all assignments, instruments and other documents, and shall do and shall procure the doing of all acts (including the waiver of moral rights in copyright), as may be necessary or designable to give effect to clause 8.1 and/or assist the Buyer and/or its nominee to protect, maintain and enforce the rights acquired by the Buyer pursuant to clause 8.1.

9.6 On completion of the Contract (or otherwise as directed by the Buyer), the Supplier shall immediately return the Buyer's Property to the Buyer in good condition until returned to the Buyer. If the Supplier fails to do so, then the Buyer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

9.7 Should the Supplier fail to return the Buyer's Property, the Buyer may either withhold payment until it is so returned or withhold such part of the payment due as may be required to replace the Buyer's Property.

9.8 The Supplier shall not use or copy the Buyer's Property or authorise or knowingly permit it to be copied or used by anyone else, for or in connection with, any purpose other than the supply of the Goods and/or Services to the Buyer.

9.9 The Supplier shall indemnify and hold the Buyer harmless from and against any and all Losses suffered or incurred by or awarded against the Buyer as a result of or in connection with any claim that receipt of the Goods, Services and/or use of the Materials infringes the Intellectual Property or other rights of a third party.

10.0 Price of the Goods and Services

10.1 All sums payable under this agreement shall be as stated in the Purchase Order and unless otherwise stated are exclusive of VAT and other duties or taxes.

10.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

10.3 No increase in the Price may be made or extra charges imposed (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange, a failure to obtain correct information or to foresee any matter which might affect or have reasonably affected the provision of the Goods or Services or otherwise) without the prior consent of the Buyer in writing.

10.4 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

10.5 The Supplier shall be entitled to invoice the Buyer on or at any time after delivery of the Goods and/or performance of the Services. Each invoice shall quote the number of the Purchase Order, advice notice number and the location to which the Goods and/or Services were delivered.

11.0 Insurance

11.1 The Supplier shall effect and maintain at its own cost any insurances, including but not limited to professional indemnity insurance, product liability insurance and public liability insurance for such period as is necessary to ensure that insurance is provided for all of the Supplier's liabilities arising under or in connection with the Contract irrespective of when any claim in relation to any such liability is made.

11.2 If the Supplier is in breach of clause 11.1 the Buyer may itself pay any premiums required to keep any of the Insurances in force or may procure such Insurances. In either case, the Buyer may recover such premiums from the Supplier, together with all expenses incurred in procuring such insurance, as a debt immediately due and payable.

12.0 Liability and Liquidated damages

12.1 The restrictions of liability in this clause 12 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

12.2.1 death or personal injury caused by negligence;

12.2.2 fraud or fraudulent misrepresentation;

12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

12.2.4 defective products under the Consumer Protection Act 1987; or

12.2.5 in the case of the Supplier, any breach of Intellectual Property, Confidentiality or Data Protection.

12.3 Subject to clause 12.2, the Buyer's total liability to the Supplier under a Contract shall not exceed the price of the Goods or Services supplied under that Contract.

12.4 Subject to clause 12.2, the Supplier's total liability to the Buyer under a Contract shall not:

12.4.1 for any risks or liabilities for which the Supplier is required to maintain insurance in accordance with the Contract, exceed the applicable cover level; and

12.4.2 for any uninsured liabilities, exceed £200,000.

12.5 Subject to clause 18.2, the Buyer shall not be liable to the Supplier for any indirect or consequential loss.

12.6 The Supplier shall not be liable to the Buyer for loss or damage to the Buyer unless due to the negligence of the Supplier.

12.7 In the event that Supplier is held to be in breach of its obligations under this agreement, due to negligence, the parties agree that the Supplier shall pay to the Buyer as and by way of agreed liquidated damages an amount equal to the price of the services provided by the Supplier up to the date of breach.

13.0 Termination

13.1 The Buyer may terminate the Contract in whole or in part at any time before delivery of the Goods or 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 fair and reasonable compensation for any direct costs incurred in relation to work in progress on the Goods or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

14.0 Termination for breach

14.1 The Buyer shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

14.1.1 the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) Working Days of the Supplier being notified in writing to do so;

14.1.2 the Supplier is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken (including without limitation the making of an application on the giving of any notice) by it or by any other person in respect of any of these circumstances (except for the purposes of amalgamation or reconstruction and in such manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on that other Party under the Contract);

14.1.3 the Supplier ceases or threatens to cease to carry on business, or

14.1.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

14.2 Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination.

15.0 Termination consequences

In the event of this agreement being determined whether by effluxion of time Notice breach or otherwise:

15.1 The Buyer shall pay to the Supplier. All arrears of Payments and any other sums agreed under the terms of this agreement, and

15.2 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it; and

15.3 Any right or remedy to which either party is or may become entitled under this agreement or in consequence of the other's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this agreement or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative.

16.0 Damage or Loss to Equipment

The Buyer shall have no liability for any loss or damage to the Supplier Equipment while at the Delivery Point save to the extent it is caused solely and directly by the Buyer's negligent act or omission.

17.0 Confidentiality

17.1 Neither Party shall use and/or disclose to any person any Confidential Information which is (a) acquired by it about the other Party; (b) disclosed by one Party to the other Party; or (c) generated by one Party using the other Party's Confidential Information except in the proper performance of the Contract

17.2 The Purchase Order, the Contract and its subject matter shall be treated as confidential by the Supplier and shall not be disclosed to any third party and the Supplier shall not use the Buyer's name or endorsement without the Buyer's prior written consent.

17.3 Each Party may disclose the other Party's Confidential Information:

17.3.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract. Each Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with this clause 17.3; and

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

18.0 Miscellaneous

18.1 Warranty

Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

18.2 Force majeure

In the event of national emergency, war, prohibitive governmental regulation or any other cause beyond the control of the parties ('force majeure event') the obligations of the parties shall be suspended for so long as the force majeure event renders performance of the agreement impossible and upon the occurrence of a force majeure event all money then due to the Contractor shall be paid immediately.

18.3 Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the remaining provisions of this agreement shall remain in full force and effect unless the Buyer in the Buyer's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Buyer shall be entitled to terminate this agreement by 30 days' notice to the Supplier.

18.4 Whole agreement

Each party acknowledges that this agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

18.5 Notices

All notices to be given under this agreement shall be in writing and shall either be delivered personally or sent by first class or airmail prepaid post or by telex, cable or facsimile transmission and shall be deemed duly served:

- In the case of a notice delivered personally, at the time of delivery;
- In the case of a notice sent inland by first class prepaid post, 2 clear business days after the date of dispatch;

Each notice shall be addressed to the address of the party concerned set out in this agreement or to such other address as that party shall have previously notified to the sender.

18.6 Proper law and jurisdiction

This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

18.7 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

18.8 Third party rights

A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

18.9 Data Protection

If and to the extent that the Supplier processes personal data on behalf of the Buyer under or in connection with the Contract, each Party will comply with their data protection obligations as per the Data Protection Act 2018.