GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause apply in this Contract:

"**Affected Party**" has the meaning given in clause 16.2;

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"**Business Hours**" means the period from 9.00 am to 5.00 pm on any Business Day;

"**Buyer**" means Niftylift Limited (company number 01264184), a company registered in England and Wales with its registered address is at Chalkdell Drive, Shenley Wood, Milton Keynes, MK5 6GF, or such other member of its Group which places an Order;

"**Confidential Information**" means any information, however conveyed or presented, that relates to the business, affairs, financial performance, operations, customers, processes, budgets, future or current pricing policies and strategies, product information, future or current business strategies, demand or sales forecasts, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, or of any member of its Group, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential;

"**Contract**" means the contract created following the submission of the Order by the Buyer to the Supplier;

"**Delivery**" means completion of delivery of Goods or Services specified in an Order in accordance with clause 4;

"**Delivery Date**" means the date specified for delivery of Goods or Services specified in an Order in accordance with clause 2.5.3;

"**Delivery Address**" means the location specified for delivery of Goods or Services detailed in an Order in accordance with clause 2.5.3 or, in the absence of any such address means Chalkdell Drive, Shenley Wood Milton Keynes MK5 6GF;

"**Force Majeure Event**" has the meaning given in clause 16.1;

"**Goods**" means the products described in the Order (including their constituent raw materials and processed materials, component parts, packaging, instructions and associated promotional material) and any parts and materials supplied as part of the Services;

"**Group**" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

"**Incoterms**" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Order is submitted;

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Month**" means a calendar month;

"**Order**" means a purchase order for Goods or Services placed by the Buyer in accordance with clause 2;

"**Order Number**" means the reference number to be applied to an Order by the Supplier in accordance with clause 2.8;

"**Product Prices**" means the prices of the Goods or Services as determined in accordance with clause 8.1 and Product Price means the price of an individual Product as determined in accordance with that clause;

"**Services**" means the services described in the Order (including any ancillary services carried out as part of the supply of Goods);

"**Specification**" means the specification of the Goods or Services set out in the Order which shall include any plans, drawings, data or other information relating to the Goods or Services provided by the Buyer, or agreed with the Supplier in writing, from time to time;

"**Supplier**" means the person, firm or company who the Buyer places the Order with;

"**VAT**" means value added tax or any equivalent tax chargeable in the UK or elsewhere; and

"**Year**" means any period of 12 consecutive months from 1 January to the following 31 December.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.

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

1.4 The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the Schedules. References to clauses and Schedules are to the clauses and Schedules of this Contract; references to paragraphs are to paragraphs of the relevant Schedule.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.7 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.9 This Contract shall be binding on, and enure to the benefit of, the parties to this Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.10 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.11 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.

1.12 A reference to **writing** or **written** includes email.

1.13 Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.14 A reference to **this Contract** or to any other agreement or document is a reference to this Contract or such other agreement or document, in each case as varied from time to time.

1.15 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. ORDERS

2.1 Upon submission of a completed Order from the Buyer to the Supplier, the Supplier shall have a period of 24 hours to confirm whether it is able to fulfil such Order.

2.2 If the Supplier does not respond within the period detailed at clause 2.1, the Order shall be binding on the Supplier.

2.3 This Contract applies to any Orders placed by the Buyer to the exclusion of any other terms that the Supplier seeks to impose or

incorporate, or which are implied by law, trade custom, practice or course of dealing. In the event of an ongoing business relationship between the Buyer and the Supplier, the terms of this Contract shall apply to all Orders unless otherwise agreed in writing by the Buyer.

2.4 The Supplier shall use its best endeavours to supply Goods or Services in accordance with the Buyer's Orders.

2.5 Each Order shall:

2.5.1 be given in writing or, if given orally, shall be confirmed in writing within two Business Days;

2.5.2 specify the type and quantity of Goods or Services ordered; and

2.5.3 if not specified prior to placing an Order, the Buyer may, within an Order, or after placing an Order, specify the Delivery Date by which the Goods or Services ordered are to be delivered, and the Delivery Address.

2.6 Any quotations or estimates provided by the Supplier shall be produced and provided at its own cost.

2.7 Any quotations or estimates provided by the Supplier shall not constitute a binding order save that any prices specified in such quotes or estimates shall apply in the event that the Buyer subsequently places an Order for such Goods or Services.

2.8 The Supplier shall fulfil all Orders and carry out its obligations with all reasonable skill and care and in accordance with good industry practice.

2.9 The Supplier shall assign an Order Number to each Order received from the Buyer and notify such Order Numbers to the Buyer. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order.

2.10 The Buyer may at any time prior to despatch of the Goods or commencement of the Services amend or cancel an Order by written notice to the Supplier. If the Buyer amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that the Buyer shall have no liability to the Supplier where the amendment or cancellation results from the Supplier's failure to comply with its obligations under this Contract.

2.11 The Supplier shall not modify, amend, change or deviate from the Specification in any way whatsoever without the prior written consent of the Buyer.

2.12 If the Buyer amends an Order under clause 2.9 and such amendments relate to drawings or any other aspect of the Specification, such amendments will be communicated by the Buyer to the Supplier using an engineering change document which will be provided to the Supplier for implementation. All costs and responsibilities associated with such amendments shall be covered by the Supplier.

3. QUALITY AND PACKING

3.1 The Goods or Services supplied to the Buyer by the Supplier under this Contract shall:

3.1.1 conform with their description and the Specification;

3.1.2 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 Customer relies on the Supplier's skill and judgement;

3.1.3 be free from defects in design, material and workmanship and remain so for [36] months after Delivery; and

3.1.4 comply with all applicable statutory and regulatory requirements.

3.2 The Supplier shall ensure that the Goods or Services are properly packed and secured in such manner as to enable them to reach their destination in good condition.

3.3 The Supplier shall obtain and maintain in all licences, permissions, authorisations, consents and permits needed to supply the Goods or Services in accordance with the terms of this Contract.

3.4 The packaging and labelling of the Goods must comply with all applicable laws, statutory requirements and regulations relating to the packaging and labelling of the Goods as at the date of delivery of the Goods to the Buyer and shall comply with any quality requirements required by the Buyer. If provided by the Buyer, the Buyer's material or part number shall be stamped on parts as specified in the Specification.

3.5 Any Goods that comprise of large parts must be stencilled with the Buyer's material or part number (if provided by the Buyer).

3.6 The Buyer shall have the right to enter the Supplier's premises to inspect, test and take samples of the raw materials, the packaging and the Goods or Services.

3.7 If following an inspection the Buyer considers that the Goods or Services are not or are not likely to be as warranted under clause 3.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Goods or Services are or will be as warranted under clause 3.1. The Buyer shall have the right to re-conduct inspections and take further samples after the Supplier has carried out its remedial actions.

4. DELIVERY

4.1 The Supplier shall deliver the Goods or Services specified in each Order, carriage paid (unless otherwise agreed by the Buyer), to the Delivery Address on or by the Delivery Date. The Supplier shall not deliver an Order more than five Business Days in advance of the Delivery Date without the prior written consent of the Buyer.

4.2 Time for delivery shall be of the essence of this Contract.

4.3 Upon arrival of the Goods at the Delivery Address, the Supplier shall report to the Buyer or Buyer's customer site representative to receive and comply with instructions and shall offload the Goods at its own risk as directed by the Buyer or Buyer's customer site representative.

4.4 Delivery of an Order shall be complete on the completion of unloading of the Order at the Delivery Address.

4.5 The Supplier shall not deliver Orders by instalments except with the prior written consent of the Buyer. Where Orders are to be delivered by instalments, they may be invoiced and paid for separately. References in this Contract to Orders shall, where applicable, be read as references to instalments.

4.6 If any Goods are delivered prior to the Delivery Date, the Buyer reserves the right to return such Goods at the Supplier's expense.

4.7 Notwithstanding any other term in this Contract, if any Goods are delivered before the Delivery Date and are returned to the Supplier by the Buyer, such Goods shall be stored at the Buyer's premises at the expense and risk of the Supplier until the agreed Delivery Date at which point risk in the Goods shall pass to the Buyer.

4.8 If an Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy the Buyer may have, the Buyer may:

4.8.1 refuse to take any subsequent attempted delivery of the Order;

4.8.2 terminate this Contract with immediate effect;

4.8.3 obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Buyer in obtaining such substitute products;

4.8.4 claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Order on the Delivery Date, provided that the Supplier shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Buyer's failure to comply with its obligations under this Contract.

4.9 Each delivery of Goods or Services shall be accompanied by a delivery note from the Supplier showing the Order Number, the date of the Order, the type and quantity of Goods or Services included in the Order, any material or part numbers provided by the Buyer and, in the case of Goods or Services being delivered by instalments, the outstanding balance of Goods or Services specified in an Order remaining to be delivered. If the Buyer claims that an Order has not been properly fulfilled, the Supplier shall be deemed to accept the validity of the claim unless it serves written notice on the Buyer disputing the claim and stating the reasons for its dispute within 3 days of the claim date.

4.10 The Buyer shall not be obliged to return to or account to the Supplier for any packaging materials (including pallets). If the Supplier requires the Buyer to return any packaging materials to the Supplier, that fact must be clearly stated on the delivery note accompanying the relevant Order, and any such returns shall be at the Supplier's expense and risk.

5. INSPECTION AND REJECTION OF DEFECTIVE GOODS OR SERVICES

5.1 The Buyer shall not be deemed to have accepted any Goods or Services until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Goods or Services, until a reasonable time after the latent defect has become apparent.

5.2 Neither any inspection or testing by the Buyer or its representatives whether before or after physical delivery of the Goods or completion of the Services nor the signing of any document acknowledging physical receipt of any Goods or completion of any Services shall constitute acceptance or approval of the Goods/Services by the Buyer.

5.3 The Buyer may carry out such testing and inspection of Goods/Services as it considers necessary to ensure that Goods/Services conform with the terms of the Contract. The Supplier shall reimburse the testing costs of non-conforming Goods/Services.

5.4 If any Goods or Services delivered to the Buyer do not comply with clause 3.1, or are otherwise not in conformity with the terms of this Contract, then, without limiting any other right or remedy that the Buyer may have, the Buyer may reject those Goods or Services and:

5.4.1 require the Supplier to repair or replace the rejected Goods or Services at the Supplier's risk and expense within [two] Business Days of being requested to do so; or

5.4.2 require the Supplier to repay the price of the rejected Goods or Services in full (whether or not the Buyer has previously required the Supplier to repair or replace the rejected Goods or Services);

5.4.3 carry out at the Supplier's expense any work necessary to make the Goods or Services comply with the Contract; and

5.4.4 claim damages for any other costs, expenses or losses as may have been sustained in consequence of the Supplier's breach of the Contract.

5.5 The Buyer's rights and remedies under this clause 5 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this Contract by the Sale of Goods Act 1979.

5.6 The terms of this Contract shall apply to any repaired or replacement Goods or Services supplied by the Supplier.

5.7 If the Supplier fails to promptly repair or replace rejected Goods or Services in accordance with clause 5.4.1, the Buyer may, without affecting its rights under clause 5.4.4, obtain substitute products from a third party supplier, or have the rejected Goods or Services repaired by a third party, and the Supplier shall reimburse the Buyer for the costs it incurs in doing so.

6. SUPPLY OF INFORMATION

6.1 The Supplier shall promptly inform the Buyer of any matter of which it is or reasonably should be aware relating to the Goods or Services or the storage, transportation, handling, assembly or use of Goods (including legislation or advice from responsible or professional or legal bodies in respect of raw materials or chemicals used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that the Buyer or (where relevant) its customers should take in relation to such matters.

6.2 The Supplier shall provide to the Buyer full guidance documentation relating to use, assembly, handling, transportation and/or storage of the Goods, including documentation relating to "control of substances hazardous to health" and all weight, noise and vibration information on the Goods. The Supplier will ensure that all product literature, including instructions for use, is complete, clear and not misleading and complies with applicable laws and regulations, including those relating to consumers. Amendments and additions will be provided by the Supplier immediately.

6.3 The Supplier shall immediately notify the Buyer in writing together with all relevant details if there is:

6.3.1 any defect in any Goods previously delivered to the Buyer or any Services already carried out; or

6.3.2 any error or omission in the instructions for the use and/or assembly of the Goods,

6.3.3 (whether or not a breach of the Contract) which exposes or may expose any person to any risk of death or injury or causes or may cause damage to property.

6.4 The Supplier shall keep full and proper documentation relating to the provision of Goods and Services under the Contract. The Supplier shall allow the Buyer access to and the right to reproduce the Supplier's documentation for the term of the Contract and six years after.

7. TITLE AND RISK

7.1 The risk in Goods or Services delivered to the Buyer shall pass to the Buyer on payment.

7.2 Title to Goods or Services delivered to the Buyer shall pass to the Buyer on Delivery to the Delivery Address, or if earlier, on payment for the relevant Goods.

8. PRICE AND PAYMENT

8.1 The price shall be as set out in the Order or as otherwise agreed in writing by Buyer and the Supplier and is the only sum payable by Buyer (other than VAT) for or in connection with the supply of the Goods or Services. No increase in the price may be made without the Buyer's prior written consent.

8.2 All prices are inclusive of the costs of packaging, insurance and carriage of the Goods or Services.

8.3 The Supplier shall be entitled to invoice the Buyer for each Order on or at any time after Delivery. Each invoice shall quote:

8.3.1 the relevant Order Numbers;

8.3.2 where applicable, the Buyer's material or part number;

8.3.3 the date that the Order was placed;

8.3.4 the addressee's details as stated in the Order; and

8.3.5 the quantity of the Goods or Services ordered.

8.4 The Buyer shall be entitled to, and the Supplier shall apply, the maximum discounts for prompt payment, bulk purchase or volume of purchase granted by the Supplier to any of its other customers and the total purchases of the Buyer's Group shall be aggregated for the purpose of calculating such discount.

8.5 The Buyer shall pay validly raised invoices in full within 90 days following the end of the month in which the Buyer receives the relevant invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

8.6 The Buyer shall not be deemed to be in breach of this Contract for late payment until the Buyer receives written reminder from the Supplier of such breach.

8.7 If the Buyer fails to make a payment due to the Supplier under this Contract on any undisputed invoice by the due date, then, without limiting the other party's remedies, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.

8.8 If the Buyer disputes any invoice or other statement of monies due, the Buyer shall notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment.

8.9 The Buyer may at any time, without notice to the Supplier, set off any liability it has against the Supplier, or any other company in its Group, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract, against any claim for a sum of money that the Supplier has against the Buyer, or any other Company in its Group, whether under the Contract or otherwise. Any exercise by the Buyer of its rights under this clause 8.9 shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

8.10 Unless otherwise agreed in writing, all pricing is carriage paid and includes transport, insurances, import and export taxes, packaging and certification. (Incoterm DDP).

9. INDEMNITY

9.1 The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) suffered or incurred by the Buyer arising out of or in connection with:

9.1.1 any claim made against the Buyer that the manufacture, assembly, sale or supply, offer for sale or supply, possession, advertisement, hire or use of any of the Goods and/or Services by

the Buyer or its customers infringes the Intellectual Property rights of that third party;

9.1.2 any claim made against the Buyer 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 this Contract by the Supplier, its employees, agents or subcontractors;

9.1.3 any recall of any Goods already sold by the Buyer to its customers (and any unsold Goods) and/or any notification to its customers issued by the Buyer about the manner of use or operation of any Goods already sold by the Buyer to its customers;

9.1.4 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, defective Goods or Services, to the extent that the defect in the Goods or Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

9.1.5 any breach of any Contract term by the Supplier.

9.2 If a payment due from the Supplier under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Buyer shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to the Buyer in respect of the payment is the same as it would have been were the payment not subject to tax.

10. INSURANCE

10.1 The Supplier shall maintain in force the following insurance policies with reputable insurance companies:

10.1.1 public liability insurance for not less than £10 million per claim; and

10.1.2 product liability insurance for not less than £10 million per claim.

10.2 On taking out and on renewing each policy, the Supplier shall promptly send a copy of the receipt for the premium to the Buyer.

10.3 On the Buyer's written request, the Supplier shall provide the Buyer with copies of the insurance policy certificates and details of the cover provided.

10.4 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under this Contract which they are contracted to fulfil.

10.5 The Supplier shall:

10.5.1 do nothing to invalidate any insurance policy or to prejudice the Buyer's entitlement under it; and

10.5.2 notify the Buyer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

10.6 The Supplier's liabilities under this Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 10.1.

10.7 If the Supplier fails or is unable to maintain insurance in accordance with clause 10.1, or fails to provide evidence that it has paid the current year's premiums in accordance with clause 10.2, the Buyer may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

11. MATERIALS, INTELLECTUAL PROPERTY AND INFORMATION

11.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by a Buyer Group company to the Supplier ("**Buyer Materials**") and all rights in the Buyer Material are and shall remain the exclusive property of the relevant Buyer Group company and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. 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.

11.2 The Supplier shall promptly (on the Buyer's written request at any time and in any event on termination of the Contract) either deliver to the Buyer or, at the Buyer's sole option, destroy all Buyer Materials. In the case of Buyer Materials held in machine readable form "destruction" shall involve erasing these from the medium on which they are held.

11.3 Any Intellectual Property in or relating to any Goods/Services derived from or containing any Buyer Intellectual Property and in any materials and information supplied by the Buyer shall belong to the Buyer and the Supplier hereby assigns all such Intellectual Property to the Buyer. The Buyer's Intellectual Property, materials and information shall only be used by the Supplier to the extent necessary to fulfil its obligations under the Contract. Under no circumstances shall the Supplier (whether during or after termination of the Contract) sell, hire or otherwise dispose or part with possession of any Goods derived from or containing any Buyer Intellectual Property, other than to a Buyer Group company.

11.4 The parties shall keep in strict confidence all Confidential Information of the other party.

11.5 The Supplier shall not without the Buyer's prior written consent make use of the Buyer's name or any of its Intellectual Property for promotional or publicity purpose.

12. LIMITATION OF LIABILITY

12.1 References to liability in this clause 11 include every kind of liability arising under or in connection with this Contract including liability:

12.1.1 in contract, tort (including negligence), misrepresentation, restitution or otherwise; and

12.1.2 arising out of any use made or resale of the Goods or Services by the Buyer, or of any product incorporating any of the Goods or Services.

12.2 Nothing in this 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; and

12.2.4 breach of section 2 of the Consumer Protection Act 1987.

12.3 Subject to clause 12.2, the Buyer's total liability to the Buyer shall not exceed the total price paid for the Goods or Services under this Contract.

12.4 Subject to clause 12.2, the Buyer shall not be liable to the Supplier for any:

12.4.1 loss of profits;

12.4.2 loss of sales or business;

12.4.3 loss of agreements or contracts;

12.4.4 loss of use or corruption of software, data or information;

12.4.5 loss of or damage to goodwill or

12.4.6 Indirect or consequential loss.

13. TERMINATION

13.1 The Buyer may (without prejudice to its other rights and remedies) terminate the Contract (and any other contracts and/or purchase orders) in whole or in part, with immediate effect, on notice to the Supplier if:

13.1.1 the Supplier commits a material or persistent breach of any Contract term; or

13.1.2 the Supplier becomes insolvent or suffers an insolvency event or other similar event or the Buyer reasonably believes that the Supplier is about to become insolvent or suffer an insolvency event or other similar event or ceases or threatens to cease to carry on business; or

13.1.3 the Supplier or any Supplier Group company shall have offered or given or been offered or given any gift or other consideration as an inducement for doing or refraining from doing any action in relation to the Contract or any other contract with any Buyer Group company.

13.2 Any termination of the Contract shall be without prejudice to any rights or remedies which may have accrued to either party before the termination date.

13.3 Where the Buyer terminates the Contract pursuant to 13.1, the Buyer may on or within 14 days of giving the termination notice cancel any undelivered Orders without any liability to the Supplier.

14. CONSEQUENCES OF TERMINATION

14.1 On termination of this Contract:

14.1.1 the Buyer shall immediately pay to the Supplier all of the

Supplier's outstanding unpaid and undisputed invoices and interest and, in respect of the Goods or Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and

14.1.2 each party shall promptly:

14.1.2.1 return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it or a member of its Group in connection with the supply and purchase of the Goods or Services under this Contract;

14.1.2.2 return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;

14.1.2.3 erase all the other party's Confidential Information from its computer systems (to the extent possible); and

14.1.2.4 on request, certify in writing to the other party that it has complied with the requirements of this clause 13.

15. SURVIVAL

15.1 On termination of this Contract the following clauses shall continue in force:

15.1.1 Clause 9 (Indemnity);

15.1.2 Clause 10 (Insurance);

15.1.3 Clause 11 (Limitation of liability);

15.1.4 Clause 11.4 (Confidentiality);

15.1.5 Clause 13 (Obligations on termination);

15.1.6 Clause 18.8 (Governing law); and

15.1.7 Clause 18.9 (Jurisdiction).

15.2 Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

16. FORCE MAJEURE

16.1 Force Majeure Event means any circumstance not within a party's reasonable control including:

16.1.1 acts of God, flood, drought, earthquake or other natural disaster;

16.1.2 epidemic or pandemic;

16.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

16.1.4 nuclear, chemical or biological contamination or sonic boom;

16.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;

16.1.6 collapse of buildings, fire, explosion or accident; and

16.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party.

16.2 Provided it has complied with clause 16.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

16.4 The Affected Party shall:

16.4.1 immediately, after the start of the Force Majeure Event, notifies the other notify in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

16.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving written notice to the Affected Party.

17. COMPLIANCE WITH LAWS AND POLICIES

17.1 In performing its obligations under the agreement, the Supplier shall and shall procure that each member of its Group comply with all applicable laws, statutes, regulations and codes from time to time in force.

18. GENERAL

18.1 Assignment and other dealings

18.1.1 The Supplier shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of the Buyer.

18.2 Severance

18.2.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

18.2.2 If any provision or part-provision of this Contract is deemed deleted under clause 18.2.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.3 Variation

18.3.1 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.4 Waiver

18.4.1 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.4.2 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 Notices

18.5.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

18.5.2 Any notice shall be deemed to have been received:

18.5.2.1 if delivered by hand, at the time the notice is left at the proper address; or

18.5.2.2 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.

18.5.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.6 Entire agreement

18.6.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

18.7 Third party rights

18.7.1 This agreement, does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

18.8 Governing law

18.8.1 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.9 Jurisdiction

18.9.1 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 this Contract or its subject matter or formation.