

1. Definitions and Interpretation

1.1. In these T&Cs:

- (a) **Business Day** means a day other than a Saturday, Sunday, or bank or public holiday in England;
- (b) **Confidential Information** means any information that is: (i) identified by a party as confidential; or (ii) confidential in nature concerning details (to the extent confidential) of a party's business, affairs, customers, clients, suppliers, plans or strategy which is provided or made available to a party under or in connection with the Contract;
- (c) **Contract** means the agreement between the parties for the supply and purchase of the Goods and/or the Services, incorporating these T&Cs and the Order;
- (d) **Contract Year** means each consecutive period of 12 months commencing from the Commencement Date;
- (e) **Customer Materials** means any materials, information, documents, data, tools, equipment or other items owned by the Customer and provided to the Supplier for the supply of the Goods or Services;
- (f) **Delivery** means the time at which the Goods are deemed to be delivered to the Customer under clause 7.2;
- (g) **Delivery Location** means the location specified in an Order to which the Supplier will deliver, or procure the delivery of, Goods;
- (h) **Force Majeure Event** means an event or sequence of events beyond the Supplier's reasonable control preventing or delaying it from performing its obligations under the Contract;
- (i) **Goods** means the goods supplied to the Customer by the Supplier pursuant to an Order;
- (j) **Intellectual Property Rights** means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, approvals, utility models, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature and, in each case: (i) whether registered or not; (ii) including any applications to protect or register such rights; (iii) including all renewals and extensions of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing;
- (k) **Order** has the meaning given in clause 3.1;
- (l) a **party** means either the Supplier or the Customer and the **parties** means both the Supplier and the Customer together;
- (m) **Prices** means the prices of the Goods and/or Services determined under clause 13;
- (n) **Services** means the services supplied to the Customer by the Supplier pursuant to an Order;
- (o) **Services Location** means the location set out in an Order at which the Supplier will perform, or procure the performance of, the Services;
- (p) **Specification** means the specification for bespoke Goods created in accordance with clause 6;
- (q) **Supplier Personnel** means all employees, officers, staff, other workers, subcontractors, agents and consultants of the Supplier who are engaged in the performance of the Services from time to time; and
- (r) **T&Cs** means the Supplier's terms and conditions of supply set out in this document.

1.2. In these T&Cs:

- (a) a reference to a **clause** is to a clause of these T&Cs;
- (b) a reference to a **third party** is to any individual or business that is not a party to the Contract; and
- (c) a reference to **written** or **in writing** includes email.

2. Application

- 2.1. These T&Cs apply to and form part of the Contract between the Supplier and the Customer. These T&Cs supersede any previously issued terms and conditions of purchase and supply.
- 2.2. Any terms and conditions of the Customer included or referred to in the Order or any communication accompanying the Order, or any proposed variation to these T&Cs or the Contract set out in the Order or any communication accompanying the Order, will not be valid or effective.
- 2.3. No variation to these T&Cs or the Contract will be binding unless expressly agreed in writing by both parties.
- 2.4. Marketing and other promotional material relating to the Goods and Services are illustrative only and do not form part of the Contract. The Customer agrees that, in submitting an Order, it has not relied on any representation or statement by the Supplier other than those set out in the Contract.
- 2.5. To the extent of any conflict, the terms of an Order will take precedence over these T&Cs.

3. Orders

- 3.1. The Customer may at any time provide the Supplier with a written order for Goods and/or Services in any form that the parties may agree in writing from time to time (an **Order**).
- 3.2. An Order will constitute an offer by the Customer to purchase the Goods and/or Services on the terms of these T&Cs. The Customer will be responsible for ensuring the accuracy and completeness of an Order.
- 3.3. The Customer will not be entitled to amend or withdraw an Order without the Supplier's prior written consent. Orders for bespoke Goods may not be amended or withdrawn under any circumstances once the Supplier has commenced production.
- 3.4. The Supplier may accept or reject each Order in its absolute discretion.
- 3.5. An Order will not constitute a binding obligation on the Supplier to supply the relevant Goods and/or Services until the Supplier's written acceptance of the Order (the **Order Confirmation**). If no communication is received from the Customer within 24 hours of the Supplier issuing the Order Confirmation, the Order will be deemed correct and production of Goods will proceed accordingly on that basis.
- 3.6. The Supplier's rejection of an Order, including any communication that may accompany such rejection, will not constitute a counter-offer that is capable of acceptance by the Customer.
- 3.7. The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply any Goods or Services and may be withdrawn or amended at any time.

4. Customer Obligations

- 4.1. The Customer will purchase the Goods and/or Services on the terms of the Contract.
- 4.2. The Customer will at all times and in all respects:
 - (a) perform its obligations in accordance with the provisions of the Contract;
 - (b) pay the Prices for the Goods and/or Services in accordance with the provisions of clause 13 and the terms of the Order;

- (c) provide to the Supplier in a timely manner any Customer Materials reasonably necessary for the delivery of the Goods and/or performance of the Services;
- (d) ensure that the Customer Materials are suitable and are in good condition and in good working order;
- (e) fully co-operate with the Supplier in all matters arising under the Contract or otherwise relating to the delivery of the Goods and/or performance of the Services;
- (f) make the Delivery Location and the Services Location accessible and available to the Supplier and the Supplier Personnel to the extent reasonably necessary for the Supplier to deliver, or procure the delivery of, the Goods and/or to perform, or procure the performance of, the Services;
- (g) ensure the Delivery Location and the Services Location are safe and comply with all applicable health and safety legislation;
- (h) ensure that the Customer's and all third-party products, services and works are completed and compatible as required for the delivery of the Goods and/or performance of the Services;
- (i) provide any induction, access permissions or safety information relevant to the Delivery Location and the Services Location as reasonably required for the delivery of the Goods and/or performance of the Services, or the performance of the Contract;
- (j) inform the Supplier in a timely manner of any matters which may affect the delivery of the Goods and/or performance of the Services, or the performance of the Contract; and
- (k) obtain and maintain all necessary licences, permits and consents required to enable the Supplier to deliver the Goods and/or perform the Services.
- (l)

5. Customer Warranties

5.1. The Customer warrants that:

- (a) it has the right, power and authority to enter into the Contract; and
- (b) the Customer Materials (and the Supplier's use of them in accordance with the Contract) do not and will not infringe the Intellectual Property Rights of any third party.

6. Specification for Bespoke Goods

- 6.1. In the event bespoke Goods are required, the parties will use reasonable endeavours to agree a Specification for such Goods, including dimensions, materials, finishes, functions (for example, swing or sliding doors) and Customer-specific requirements.
- 6.2. Where bespoke Goods involve the manufacture of bespoke profiles, including profiles for retrofit installations, such profiles will be designed solely by the Supplier based on a site survey conducted by the Supplier or its approved representatives. In such event, no Specification, design drawing, or technical profile information will be shared with the Customer.
- 6.3. By executing an Order for bespoke Goods, the Customer acknowledges and agrees to proceed with manufacture of on this basis, and that such profiles constitute a bespoke product. Should the Customer cancel the full order, the profile elements cannot be cancelled once manufacture has commenced. Upon completion, all such profiles shall become the property of the Customer.
- 6.4. If the parties cannot agree the Specification for bespoke Goods, the Supplier may cancel the Contract and the Customer will pay the Supplier's reasonable costs for all work undertaken up to cancellation, including administrative, technical, or research and development time, on a time-and-materials basis.
- 6.5. The Supplier reserves the right to charge a deposit of up to 25% of the Prices under the Contract for any bespoke Goods, payable in accordance with the Contract.

7. Delivery of Goods

7.1. Each Order will specify whether the Goods are to be:

- (a) delivered by the Supplier, or by a carrier appointed by the Supplier, to the Delivery Location; or
- (b) made available for collection by the Customer at the Supplier's, or carrier's, premises set out in the Order (as the case may be).

7.2. The Goods will be deemed delivered:

- (a) if delivered by the Supplier under clause 7.1(a), on arrival of the Goods at the Delivery Location;
- (b) if delivered by a carrier under clause 7.1(a), on delivery of the Goods by the Supplier to the carrier; or
- (c) if collected by the Customer under clause 7.1(b), when the Supplier makes the Goods available for collection at the Supplier's, or carrier's, premises (as the case may be).

7.3. The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

7.4. Time of delivery of the Goods is not of the essence. The Supplier will use its reasonable endeavours to meet delivery dates set out in the relevant Order, but such dates are approximate only.

7.5. The Supplier will not be liable for any delay in, or failure of, delivery of any Goods caused by:

- (a) the Customer's failure to: (i) make the Delivery Location available; (ii) prepare the Delivery Location as required for delivery and/or installation of the Goods; or (iii) provide the Supplier with adequate instructions for delivery and/or installation, or otherwise relating to the Goods;
- (b) the Customer's failure to collect the Goods from the Supplier's premises; or
- (c) a Force Majeure Event.

7.6. The Customer will inspect all Goods within 48 hours of Delivery and will notify the Supplier immediately in writing of any shortages, damages, or discrepancies with the Delivery. If the Customer does not notify the Supplier in accordance with this clause 7.6, the Supplier will be deemed to have accepted the Goods.

7.7. If the Customer fails to accept delivery of the Goods, the Supplier will store and insure the Goods pending delivery, and the Customer will pay the Supplier's reasonable storage and insurance charges.

7.8. If, 10 Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods. If the Customer has paid for such Goods, the Supplier will:

- (a) deduct reasonable storage charges and costs of resale; and
- (b) account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Prices paid by the Customer for the Goods.

7.9. In the event Goods are shipped directly from the Supplier's manufacturing facility in the Netherlands or any other EU Member State, deliveries will be made on a DAP (Delivered at Place) basis, meaning the Customer is responsible for all import formalities (including import declarations, import VAT, customs duties and any associated clearance charges), unless otherwise agreed in the Order.

7.10. Where required, the Customer will provide the Supplier with the Customer's UK EORI number, and any other information reasonably required, to facilitate the import of the Goods.

7.11. Where required, the Supplier will provide a commercial invoice, packing list and statement of origin to support customs clearance in accordance with the UK-EU Trade and Cooperation Agreement.

8. Title and Risk

- 8.1. Title to the Goods will pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.
- 8.2. Until title to the Goods has passed to the Customer, the Customer will:
- (a) hold the Goods as bailee for the Supplier;
 - (b) store the Goods separately from all other material in the Customer's possession;
 - (c) take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - (d) insure the Goods from the date of Delivery: (i) with a reputable insurer; (ii) against all risks; (iii) for an amount at least equal to their Price; and (iv) noting the Supplier's interest on the policy;
 - (e) ensure that the Goods are clearly identifiable as belonging to the Supplier;
 - (f) not remove or alter any mark on or packaging of the Goods;
 - (g) inform the Supplier as soon as possible if it becomes subject to any event set out in clauses 21.3(a) to 21.3(l); and
 - (h) provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.
- 8.3. If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any event set out in clauses 21.3(a) to 21.3(l), and the Goods remain in the possession or control of the Customer, the Supplier may (without limiting any of the Supplier's other rights and remedies):
- (a) require the Customer to re-deliver the Goods to the Supplier; and
 - (b) if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- 8.4. Risk in the Goods will pass to the Customer on Delivery.

9. Goods Warranties

- 9.1. The Supplier warrants that, for a period of 24 months from the date of manufacture, the Goods delivered by the Supplier will: Change as per notes in handbook
- (a) conform in all material respects to the description set out in the Order, except that the Supplier reserves the right to amend description at any time where required by any law or regulatory standards;
 - (b) be free from material defects in design, materials and workmanship; and
 - (c) comply with all applicable laws, standards and good industry practice (including in relation to their manufacture, packaging and delivery).
- 9.2. The Customer may reject any Goods that do not comply with clause 9.1, provided that the Customer:
- (a) notifies the Supplier in writing no later than 7 days from the date on which the Customer became aware (or should reasonably have become aware) of the defect;
 - (b) provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising; and
 - (c) gives the Supplier a reasonable opportunity to examine the Goods claimed to be defective.

- 9.3. Within 10 Business Days after receiving a written notification in accordance with clause 9.2, the Supplier will, at the Supplier's option:
- (a) repair or replace the defective Goods; or
 - (b) if repair or replacement is not possible, provide the Customer with a full refund of the Prices paid by the Customer for the defective Goods.
- 9.4. The Customer will at its own cost return any Goods rejected under clause 9.2. Title and risk in the rejected Goods will pass back to the Supplier at the point at which the Goods are returned.
- 9.5. These T&Cs will apply to any Goods that are repaired or replaced under clause 9.3 with effect from Delivery of the repaired or replaced Goods.
- 9.6. The Supplier will not be liable for any breach of clause 9.1:
- (a) where such failure arises as a result of improper installation by any third party, wear and tear (including cracks and impact), the Customer's or a third party's wilful damage, tampering or molestation, or the Customer's or a third party's negligence;
 - (b) to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage and maintenance;
 - (c) to the extent caused by the Supplier following any specification or requirement of the Customer or use of the Customer Materials in relation to the Goods;
 - (d) where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions;
 - (e) where the Customer uses any of the Goods after notifying the Supplier that such Goods do not comply with clause 9.1; or
 - (f) caused or contributed to by a Force Majeure Event.
- 9.7. Clauses 9.2 and 9.3 set out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach by the Supplier of clause 9.1.
- 9.8. Except as set out in this clause 9, the Supplier gives no warranty or undertaking and makes no representations in relation to the Goods, and all warranties, terms and conditions (including the conditions implied by sections 13 to 15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise, are excluded to the extent permitted by applicable law.

10. Returns

- 10.1. Orders for custom-made, bespoke or non-standard Goods are non-cancellable and non-returnable from the point at which production of such Goods commences.
- 10.2. The Customer may only return Goods that do not comply with clause 9 and all conditions for rejection of the Goods under clause 9 and this clause 10 have been met. Returns must be notified to the Supplier in writing at returns@doublecooluk.com within 14 days of delivery, including full details of the defect and relevant Order information. Returns must be pre-authorised by the Supplier via a Returns Merchandise Authorisation (**RMA**). The Supplier may not return any Goods without a valid RMA.
- 10.3. For all valid returns, Goods must be properly packaged, unused (except to the extent necessary to identify the defect), and in a condition consistent with the reported fault. The Supplier reserves the right to inspect and verify the reported defect, and approval of a return does not of itself constitute acceptance of any defect or liability.

11. Performance of Services

- 11.1. Each Order will be deemed to have been completed when all Services under that Order have been performed by the Supplier.
- 11.2. Time of performance of the Services will not be of the essence. The Supplier will use its reasonable endeavours to perform the Services in accordance with any commencement or end dates for performance set out in the relevant Order, but such dates are indicative only. Any Services provided under an Order which do not have such specified commencement or end dates will be performed by the Supplier within a reasonable time.
- 11.3. The Supplier will not be liable for any delay in performing, or failure to perform, the Services caused or contributed to by:
- (a) the Customer's failure to: (i) make the Services Location available; (ii) prepare the Services Location as required for performance of the Services; or (iii) provide the Supplier with adequate instructions for performance of the Services;
 - (b) the Customer's failure to supply the Customer Materials in a timely manner;
 - (c) a Force Majeure Event; or
 - (d) the Customer's failure to comply with any of its obligations under the Contract.
- 11.4. The Services will be performed by the Supplier Personnel in accordance with the Supplier's then-current Risk Assessment and Method Assessment (RAMS) and all applicable health and safety legislation.
- 11.5. Unless otherwise set out in the Order, the Services will not include electrical, building or refrigeration works.

12. Services Warranties

- 12.1. The Supplier warrants that the Services will:
- (a) be performed with reasonable care and skill within the meaning of section 13 of the Supply of Goods and Services Act 1982; and
 - (b) at the time of performance, conform in all material respects to the description set out in the Order.
- 12.2. The Customer may reject any Services that do not comply with clause 12.1, provided that the Customer:
- (a) notifies the Supplier in writing no later than 5 Business Days from the date of completion of the Services;
 - (b) provides the Supplier with sufficient information as to the nature and extent of the non-compliance; and
 - (c) gives the Supplier a reasonable opportunity to claim of non-compliance.
- 12.3. Within 10 Business Days after receiving a written notification in accordance with clause 12.2, the Supplier will, at the Supplier's option:
- (a) remedy or re-perform the non-compliant Services; or
 - (b) if remedy or re-performance is not possible, provide the Customer with a full refund of the Prices paid by the Customer for the non-compliant Services.
- 12.4. These T&Cs will apply to any Services that are remedied or re-performed under clause 12.3 with effect from remedy or re-performance of the Services.
- 12.5. The Supplier will not be liable for any breach of clause 12.1:

- (a) where such non-compliance arises as a result of the Customer's or a third party's wilful damage, or the Customer's or a third party's negligence;
 - (b) to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Services; or
 - (c) to the extent caused by the Supplier following any specification or requirement of the Customer or use of the Customer Materials in relation to the Services.
- 12.6. Clauses 12.2 and 12.3 set out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach by the Supplier of clause 12.1.
- 12.7. Except as set out in this clause 12, the Supplier gives no warranty or undertaking and makes no representations in relation to the Services, and all warranties, terms and conditions (including the conditions implied by sections 13 to 15 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise, are excluded to the extent permitted by applicable law.

13. Prices

- 13.1. The Prices for the Goods and/or the Services will be as set out in the Order or, where no such provision is set out, will be calculated in accordance with the Supplier's then-current prices list or as advised by the Supplier from time to time before the date the Order is placed, as may be increased under clause 13.4.
- 13.2. The Prices are exclusive of VAT. The Customer will pay any applicable VAT to the Supplier in addition to the Prices on receipt of a valid VAT invoice.
- 13.3. The Customer will reimburse the Supplier for all out-of-pocket expenses (including travel and sustenance) incurred by the Supplier and the Supplier Personnel in the proper performance of the Services, subject to the production of corresponding receipts, and the Supplier will include any such expenses on invoices rendered.
- 13.4. The Supplier may increase the Prices under any Order with immediate effect by written notice to the Customer if:
- (a) there is an increase in the direct cost to the Supplier of supplying the relevant Goods and/or Services which exceeds 5% and which is due to any factor beyond the reasonable control of the Supplier; or
 - (b) the Supplier is delayed in delivering the Goods and/or performing the Services, additional Goods and/or Services are required, or additional attendance at the Delivery Location and/or the Services Location is required due to any factor beyond the reasonable control of the Supplier.
- 13.5. In the event of a Prices increase under clause 13.4, such increase will be deemed to be amended accordingly without any variation in accordance with these T&Cs or further formality being required.

14. Payment

- 14.1. The Supplier will invoice the Customer for the Goods and/or the Services, partially or in full, at any time following acceptance of an Order.
- 14.2. The Customer will pay all invoices:
- (a) in full and in cleared funds, without deduction, set-off, withholding or counterclaim, within 30 days of the date of each invoice; and
 - (b) to the bank account nominated by the Supplier.
- 14.3. If sums due under the Contract are not paid in full by the due date:

- (a) interest will accrue daily from the due date for payment until payment is received in full at the rate of 8% a year above the Bank of England base rate from time to time in force;
- (b) the Supplier may suspend delivery of the Goods and/or performance of the Services until payment is received in full, and the Supplier will not be liable for any costs or losses suffered or incurred by the Customer as a result of such suspension; and
- (c) the Supplier may initiate recovery proceedings, either by itself or through a third party, and recover all reasonable costs it has suffered or incurred in doing so.

15. Credit Limit

The Supplier may set and vary credit limits and payment terms from time to time and withhold all further deliveries of Goods and/or performance of Services without liability to the Customer if the Customer exceeds such credit limit or payment terms.

16. Data Protection

- 16.1. Each party will comply with all applicable data protection and privacy laws, regulations, and guidance in force from time to time relating to the processing of personal data, including (where applicable) the UK Data Protection Act 2018, Assimilated Regulation (EU) 2016/679 (UK GDPR), and any other relevant legislation (**Data Protection Laws**).
- 16.2. The parties agree that neither party anticipates sharing or otherwise processing personal data on behalf of the other party under the Contract. Should the nature of the relationship between the parties under any Contract require that personal data is to be shared or processed, the parties will, before any such processing occurs, agree in writing appropriate terms to ensure compliance with all applicable Data Protection Laws.
- 16.3. Each party will implement and maintain appropriate technical and organisational measures to ensure compliance with Data Protection Laws and to protect any personal data it receives or processes in connection with any Contract against unauthorised or unlawful processing and accidental loss, destruction, or damage.

17. Intellectual Property Rights

- 17.1. No Intellectual Property Rights of either party are transferred or licensed under or as a result of the Contract, except as set out in clause 17.3.
- 17.2. The Customer will not copy, reproduce, reverse-engineer, or otherwise use the Supplier's designs, drawings, or any of its Intellectual Property Rights without the Supplier's written consent.
- 17.3. The Customer will retain the Intellectual Property Rights in the Customer Materials. The Customer grants the Supplier a non-exclusive, non-transferable, non-sublicensable (save to its subcontractors) licence during the term of the Contract (and for any period after the term of the Contract during which Goods and/or Services are provided) to use the Customer Materials to the extent reasonably necessary for the provision of the Goods and/or Services.
- 17.4. The Customer will indemnify the Supplier in full and on demand for any loss suffered or incurred arising out of or in connection with any action, claim or demand that any Goods supplied in accordance with a Specification, or any other Customer requirements, infringe the Intellectual Property Rights of any third party.

18. Confidentiality and Announcements

- 18.1. Each party will:
 - (a) keep all Confidential Information of the other party confidential; and
 - (b) not use or disclose to any person any Confidential Information of the other party, except as permitted by clause 18.2.

18.2. A party may:

- (a) disclose any Confidential Information of the other party to any of its employees, officers, representatives, subcontractors or advisers who need to know the relevant Confidential Information for the purposes of the performance of any of its obligations, or the exercise of any of its rights, under the Contract;
- (b) disclose any Confidential Information of the other party as may be required to be disclosed by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction; and
- (c) use Confidential Information only to the extent reasonably necessary to perform its obligations, or exercise its rights, under the Contract.

18.3. Subject to clause 18.4, no announcement or other public disclosure concerning the Contract or any of the matters contained in it will be made by, or on behalf of, a party without the prior written consent of the other party.

18.4. If a party is required to make an announcement or other public disclosure concerning the Contract or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction, it may do so.

18.5. This clause 18 will bind the parties during the Term and for a period of 3 years following termination of the Contract.

19. Liability

19.1. The extent of the Supplier's liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will be as set out in this clause 19.

19.2. Nothing in this Contract will operate or seek to exclude or limit liability for any losses that cannot be excluded or limited by applicable law, including death or personal injury arising from negligence, and fraud or fraudulent misrepresentation, and all exclusions and limitations of liability in the Contract will be subject always to this clause 19.2.

19.3. The Supplier will not be liable for any consequential, indirect or special loss, nor will it be liable for any of the following loss (whether direct or indirect):

- (a) loss of profit or loss of revenue;
- (b) loss of contract or loss of business opportunity;
- (c) loss or corruption of data, software or systems;
- (d) loss or damage to equipment;
- (e) loss of use or loss of production;
- (f) loss of savings, discount or rebate (whether actual or anticipated);
- (g) harm to reputation or loss of goodwill; and/or
- (h) wasted expenditure.

19.4. The Supplier's liability under or in respect of the Contract will be limited in aggregate to a sum equal to 100% of the Prices paid to the Supplier under the Contract.

20. Force Majeure

20.1. The Supplier will not be liable if delayed in or prevented from performing its obligations under the Contract due to a Force Majeure Event.

20.2. If a Force Majeure Event occurs, the Supplier will:

- (a) notify the Customer of the Force Majeure Event and its expected duration; and
- (b) use its reasonable endeavours to minimise the effects of the Force Majeure Event.

20.3. Either party may terminate the Contract by giving no less than 30 days' written notice to the other party if, due to a Force Majeure Event, the Supplier is:

- (a) unable to perform a material obligation; or
- (b) is delayed in or prevented from performing its obligations for a continuous period of more than 20 Business Days.

21. Termination

21.1. Either party may terminate the Contract at any time by giving written notice to the other party if:

- (a) the other party commits a material breach of the Contract and such breach cannot be remedied;
- (b) the other party fails to remedy a material breach of the Contract within 30 days of becoming aware of it; or
- (c) any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under the Contract.

21.2. Without prejudice to any other rights that it may have, the Supplier may terminate any Contract by giving written notice to the Customer if the Customer has failed to pay any amount due under any Contract on the due date and the Supplier has invoked its right of suspension under clause 14.3(b) for 7 days or more.

21.3. The Supplier may terminate the Contract at any time by giving written notice to the Customer if the Customer:

- (a) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- (b) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
- (c) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- (d) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- (e) becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- (f) becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- (g) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- (h) has a resolution passed for its winding up;
- (i) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- (j) is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
- (k) has a freezing order made against it; or
- (l) is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items.

21.4. On termination of the Contract for any reason:

- (a) the Supplier will immediately stop the delivery of Goods and/or performance of Services (unless otherwise agreed in writing between the parties);
- (b) the Supplier will promptly invoice the Customer for all Goods supplied and/or Services performed but not yet invoiced, and payment for such invoices will be due immediately on receipt by the Customer;
- (c) all rights granted to the Customer under the Contract will immediately cease;
- (d) the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) will not be affected; and
- (e) any provision of the Contract which expressly or by implication is intended to survive termination will continue in force.

22. Anti-Bribery

- 22.1. For the purposes of this clause 22, the expressions ‘adequate procedures’, ‘associated with’ and ‘bribe’ will be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 22.2. The Customer will ensure that it and each person referred to in clauses 22.3(a) and 22.3(b) will not, by any act or omission, place the Supplier in breach of the Bribery Act 2010.
- 22.3. The Customer will comply with the Bribery Act 2010, ensure that it has in place adequate procedures to prevent any breach of this clause 22 and ensure compliance from:
- (a) all its personnel and all its direct and indirect subcontractors, suppliers, agents and other intermediaries; and
 - (b) all others associated with it.
- 22.4. Without limitation to clauses 22.2 and 22.3, the Customer will not make or receive any bribe or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, and will implement and maintain adequate procedures to ensure that no such bribes or improper payments or advantages are made or received on its behalf.
- 22.5. The Customer will immediately notify the Supplier as soon as it becomes aware of a breach or possible breach of any of this clause 22.

23. Modern Slavery

- 23.1. The Customer warrants that neither the Customer nor any of its officers, employees, agents or subcontractors:
- (a) has committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**);
 - (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.
- 23.2. The Customer will comply with the Modern Slavery Act 2015 and will notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors, have breached or potentially breached any of this clause 23.

24. Notices

- 24.1. Any notice given by a party under the Contract will:
- (a) be in writing and in English;

- (b) be signed by, or on behalf of, the party giving it (except for notices sent by email); and
- (c) be sent to the other party at its registered address or last known email address.

24.2. Notices may be given, and are deemed received:

- (a) by hand: at the time of delivery;
- (b) by first-class post: at 9:00 am on the second Business Day after posting; or
- (c) by email: on receipt of a read receipt or at 9:00am on the first Business Day after sending, whichever is earlier.

24.3. Any change to the contact details of a party will be notified to the other party in writing and will be effective:

- (a) on the date specified in the notice as being the date of such change; or
- (b) if no date is so specified, two Business Days after the notice is deemed to be received.

24.4. This clause 24 will not apply to notices given in legal proceedings or arbitration.

25. General

25.1. Entire Agreement: The Contract constitutes the entire agreement and supersedes all previous agreements, understandings and arrangements between the parties, whether in writing or made verbally in respect of its subject matter.

25.2. Variation: Subject to clause 13.5, no variation of the Contract will be valid or effective unless it is in writing and is duly signed or otherwise agreed to in writing by both parties.

25.3. Assignment and Subcontracting: The Supplier may at any time assign, subcontract or transfer any right or obligation under the Contract, in whole or in part, without the Customer's consent. The Customer may not assign, subcontract or transfer any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

25.4. No Partnership or Agency: The parties are independent and are not partners or principal and agent and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party will have, nor will represent that it has, any authority to make any commitments on the other party's behalf.

25.5. Severance: If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract will not be affected.

25.6. Waiver: No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Contract will operate as a waiver of that right, power or remedy, nor will it preclude or restrict any future exercise of that or any other right, power or remedy. A waiver of any term, provision, condition or breach of the Contract will only be effective if given in writing by the waiving party, and then only in the instance and for the purpose for which it is given.

25.7. Third-Party Rights: No third party will have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of the provisions of the Contract.

25.8. Governing Law and Jurisdiction: The Contract and any dispute or claim arising out of or in connection with it will be governed by, and construed in accordance with, the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.