

## EBT MAINTENANCE LIMITED

### TERMS AND CONDITIONS FOR THE PURCHASE OF DELIVERABLES

#### 1. Definitions and Interpretation

1.1 In these Conditions, the following words and expressions shall have the following meanings unless inconsistent with the context:

"**Commencement Date**" as set out in Condition 2.2;

"**Conditions**" these terms and conditions as amended from time to time in accordance with Condition 24;

"**Confidential Information**" without limitation, business, commercial, economic, financial, operational, technical, administrative, marketing, planning and staff information and data relating to the Supplying Party or its interests disclosed including any Intellectual Property Rights to the Receiving Party whether before, during or after the provision of the Deliverables, whether in written, oral, pictorial or any other form, and all information, data, know-how, trade secrets, formulae, processed, designs, photographs, drawings, specifications, software programs, samples or other material attributable to or deriving its existence from the provision of the Deliverables. "**Supplying Party**" and "**Receiving Party**" shall have the meanings ascribed in Condition 14;

"**Contract**" the contract between the Customer and the Supplier for the supply of Deliverables in accordance with these Conditions created in accordance with Condition 2.2;

"**Customer**" EBT Maintenance Limited a company incorporated in England and Wales with company number 03698614, whose registered office is at Eastwood Link Office Park, 4 Farrington Way, Eastwood, Nottingham, NG16 3BF;

"**Deliverables**" Goods, Services, all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

"**Delivery Date**" the date(s) on which the Supplier shall deliver the Deliverables to the Customer and as specified in the Order or as otherwise notified by the Customer to the Supplier from time to time;

"**Delivery Location**" such location as is set out in the Order or as otherwise instructed by the Customer from time to time prior to delivery;

"**Document(s)**" without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device of record embodying information in any form;

"**Goods**" the goods (or any part of them) as set out in the Order to be supplied to the Customer;

"**Input Materials**" all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier and any requirements set out in the Order;

"**Intellectual Property Rights**" all patents, industrial designs, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and "Intellectual Property Right" means any one of the Intellectual Property Rights;

"**Order**" the Customer's order for the supply of Deliverables, as set out in the Customer's purchase order form including the Specification;

"**Services**" the services to be provided by the Supplier under the Contract as set out in the Order;

"**Specification**" any specification or description for the Deliverables (including any relevant plans or drawings) produced by the Supplier and agreed in writing by the Customer;

"**Supplier**" the person or firm from whom the Customer purchases the Deliverables; and

"**Working Day**" a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time and any subordinate legislation made from time to time under the relevant statute or statutory provision.

1.3 References to "**persons**" include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).

1.4 Use of any gender includes the other genders.

1.5 Words in the singular include the plural and words in the plural include the singular.

1.6 Any reference to "**writing**" or any cognate expression includes communications by post and email but excludes facsimile and text messages.

1.7 The headings to Conditions do not affect the interpretation of these Conditions.

1.8 Any phrase introduced by the term "**include**", "**including**", "**in particular**" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

#### 2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Deliverables from the Supplier in accordance with these Conditions.

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

2.2.1 the Supplier issuing written acceptance of the Order; or

2.2.2 any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 The Customer may cancel an Order at any time prior to despatch of the Deliverables by the Supplier without liability to the Supplier for any loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

#### 3. Deliverables

3.1 In providing the Deliverables, the Supplier shall:

3.1.1 co-operate with the Customer in all matters relating to the Deliverables, and comply with all instructions of the Customer;

3.1.2 use its best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

3.1.3 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 this Contract;

3.1.4 ensure that the Deliverables shall:

3.1.4.1 conform and correspond with all descriptions any and applicable specifications set out in the Specification;

3.1.4.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

3.1.4.3 be fit for any purpose held out by, or expressly or impliedly made known to, the Supplier by the Customer and shall remain so for 12 months after delivery, and in this respect the Customer relies on the Supplier's skill and judgment;

3.1.4.4 where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

3.1.4.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Deliverables;

3.1.5 where the Supplier is not the manufacturer of the Deliverables, the Supplier shall use its best endeavours to transfer to the Customer the benefit of any warranty or guarantee given to the Supplier in relation to such Deliverables but in any event this will not affect the warranties set out in Conditions 3.1.4.3 and 3.1.4.4;

3.1.6 provide all such other items as are required to provide the Deliverables;

3.1.7 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables will be free from defects in workmanship, installation and design;

3.1.8 obtain and at all times maintain all necessary licences, permissions, authorisations, permits and consents, and comply with all applicable laws and regulations;

3.1.9 observe all health and safety rules and regulations and any other security requirements that apply at any of the Delivery Locations;

3.1.10 hold the Input Materials in safe custody at its own risk, maintain the Input Materials in good condition until returned to the Customer, and not dispose of or use the Input Materials other than in accordance with the Customer's written instructions or authorisation; and

3.1.11 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Deliverables.

3.2 The Customer shall have the right to inspect and test the Deliverables at any time before the Delivery Date.

3.3 If following such inspection or testing the Customer considers that the Deliverables do not conform or are unlikely to comply with the Supplier's undertakings in Condition 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Deliverables and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### 4. Changes to the Deliverables

4.1 The Customer and the Supplier shall meet as and when deemed reasonably necessary by the Customer to discuss matters relating to the Deliverables. If the Customer wishes to change the scope or execution of the Deliverables, it shall submit details of the requested change to the Supplier in writing.

4.2 If the Customer requests a change to the scope or execution of the Deliverables, the Supplier shall, within a reasonable time, and where reasonably practicable, provide a written estimate to the Customer of:

4.2.1 the likely time required to implement the change;

4.2.2 any variations to the Price arising from the change;

4.2.3 the likely effect of the change on the Order; and

4.2.4 any other impact of the change on the Conditions.

4.3 The Supplier may, from time to time and without notice, change the Deliverables in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the price of the Deliverables.

#### 5. Packaging

5.1 The Supplier shall ensure that:

5.1.1 the Deliverables are properly packed and secured in such manner as to enable them to reach their destination in good condition;

5.1.2 each delivery of the Deliverables is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Deliverables (including the code number of the Deliverables (where applicable)), special storage instructions (if any) and, if the Deliverables are being delivered by instalments, the outstanding balance of Deliverables remaining to be delivered; and

5.1.3 if the Supplier requires the Customer to return any packaging material for the Deliverables to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

#### 6. Title and risk

6.1 Title in the Deliverables shall pass to the Customer at the time of delivery to the Delivery Location or on the date the Customer makes payment for the Deliverables in accordance with Condition 11 whichever is sooner.

6.2 Risk in the Deliverables shall pass to the Customer at the time of delivery to the Delivery Location.

#### 7. Delivery

7.1 The Supplier shall from the Commencement Date provide the Deliverables to the Customer in accordance with the terms of the Contract.

7.2 The Supplier shall deliver the Deliverables to the Customer at the Delivery Location on the Delivery Date. The time for delivery of the Deliverables shall be of the essence to the Contract.

7.3 Delivery of the Deliverables shall be completed on the completion of unloading of the Deliverables at the Delivery Location.

7.4 If the Supplier delivers less than the quantity of Deliverables ordered, the Customer may reject the Deliverables and any rejected Deliverables shall be returnable at the Supplier's risk and expense. If the Supplier delivers less than the quantity of Deliverables ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Deliverables.

7.5 The Supplier shall not deliver the Deliverables in instalments without the Customer's prior written consent. Where it is agreed that the Deliverables are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in Condition 8.

#### 8. Customer Remedies

8.1 If the Supplier fails to deliver or perform the Deliverables by the Delivery Date, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:

8.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

8.1.2 to refuse to accept any subsequent performance or delivery of the Deliverables which the Supplier attempts to make;

8.1.3 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;

8.1.4 where the Customer has paid in advance for Deliverables that have not been provided by the Supplier, to have such sums refunded by the Supplier; and

8.1.5 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

8.2 If the Supplier has delivered Deliverables that do not comply with the undertakings set out in Condition 3.1, then, without limiting its other rights or remedies, the Customer shall have one or more of the following rights, whether or not it has accepted the Deliverables:

8.2.1 to reject the Deliverables (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

8.2.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;

8.2.3 to require the Supplier to repair or replace the rejected Deliverables, or to provide a full refund of the price of the rejected Deliverables;

8.2.4 to refuse to accept any subsequent delivery of the Deliverables which the Supplier attempts to make;

8.2.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods and/or services from a third party; and

8.2.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Deliverables in accordance with Condition 3.1.

8.3 Unless stated otherwise in the Order, if the Deliverables are not delivered by the Delivery Date or do not comply with the undertakings set out at Condition 3.1, the Customer may, at its option, claim or deduct 5% of the price of the Deliverables for each week's delay in delivery or failure to comply by way of liquidated damages, up to a maximum of 100% of the total price of the Deliverables. Such liquidated damages claimed in accordance with this Condition 8.3 shall be a genuine pre-estimate of the Customer's loss arising from the delay in delivery of the Deliverables. If the Customer exercises its rights under this Condition 8.3 it shall not be entitled to any of the remedies set out in Condition 8.1 or Condition 8.2 in respect of the Deliverables' late delivery or non-compliance.

8.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

8.5 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

#### 9. Restrictions

9.1 The Supplier shall not, without the prior written consent of the Customer, at any time from the date of the Contract to the expiry of 6 months after the termination or expiration of the Contract, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the Customer or employ (or attempt to employ) any person who is, or has been, engaged as an employee or sub-contractor of the Customer in the provision of the Deliverables.

9.2 Any consent given by the Customer in accordance with Condition 9 shall be subject to the Supplier paying to the Customer a sum equivalent to 50% of the then current annual remuneration of the Customer's employee or sub-contractor or, if higher, 50% of the annual remuneration to be paid by the Supplier to that employee or sub-contractor.

9.3 The Supplier shall refrain from actively selling or marketing the Deliverables or items similar to the Deliverables to customers of the Customer which it has, by virtue of its involvement with the Customer, been in contact with, or whose details have been provided by the Customer, in connection with the provision of the Deliverables.

#### 10. Customer's Obligations

10.1 The Customer shall:

10.1.1 provide the Supplier with, or, where applicable use its reasonable endeavours to procure, reasonable access at reasonable times to the Delivery Location for the purpose of providing the Deliverables; and

10.1.2 provide such Input Materials as the Supplier may reasonably request for the provision of the Deliverables and the Customer considers reasonably necessary for the purpose of providing the Deliverables.

#### 11. Charges and Payment

11.1 The price for the Deliverables:

11.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date;

11.1.2 shall be inclusive of the costs of packaging, insurance and delivery of the Deliverables, unless otherwise agreed in writing by the Customer; and

11.1.3 shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the provisions of the Deliverables;

no extra charges shall be effective unless agreed in writing and signed by the Customer in advance.

11.2 The Supplier shall invoice the Customer on or at any time after completion of delivery of the Deliverables. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

11.3 In consideration for the supply of Deliverables by the Supplier, the Customer shall pay invoices which have been correctly raised in accordance with the Order at such intervals set out in the Order, or if no such date(s) is specified then within 30 days of the end of the month after delivery, to a bank account nominated in writing by the Supplier.

11.4 All amounts payable by the Customer under the Contract are exclusive of VAT chargeable from time to time or any other sales tax which will be charged at the rate in force at the time of provision of the Deliverables. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Deliverables at the same time as payment is due for the supply of the Deliverables.

11.5 If the Customer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of the Royal Bank of Scotland plc, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This Condition 11.5 shall not apply to payments that the Customer disputes in good faith.

11.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Deliverables, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

11.7 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part. The Customer may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Customer to the Supplier.

#### 12. Liability

12.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

12.1.1 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Deliverables, to the extent that the defect in the Deliverables is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

12.1.2 any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

12.1.3 any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply, receipt or use of the Deliverables.

12.2 The Supplier shall at all times take all steps to mitigate its losses under the Contract.

12.3 For the duration of the Contract and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12.4 Nothing in this Agreement shall limit or exclude either party's liability for:

12.4.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.4.2 fraud or fraudulent misrepresentation; or

12.4.3 any other liability which cannot be limited or excluded by English law.

12.5 The Customer shall not under any circumstances whatsoever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

12.5.1 loss of profits, sales, business, or revenue;

12.5.2 business interruption;

12.5.3 loss of anticipated savings;

12.5.4 loss or corruption of data or information;

12.5.5 loss of business opportunity, goodwill or reputation; or

12.5.6 any indirect or consequential loss or damage.

12.6 Subject to Clause 12.4 and other than with regards to the losses set out in Clause 12.5 (for which the Customer shall not be liable), the Customer's maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £1,000 other than where the provisions of Condition 11.5 apply with regards to the application of interest in relation to late payment by the Customer.

12.7 This Condition 12 shall survive termination of the Contract.

### 13. Intellectual Property Rights

13.1 The Supplier acknowledges that the Customer is the owner or licensee of all the Intellectual Property Rights in the Input Materials. Under no circumstances shall any of the Intellectual Property Rights in the Input Materials transfer to the Supplier.

13.2 The Customer grants to the Supplier a non-exclusive licence (without the right to sub-licence) to use any Intellectual Property Rights in the Input Materials for the purpose of providing the Deliverables.

13.3 The Supplier warrants that it has full clear and unencumbered title to all the Deliverables and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.

13.4 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables.

13.5 The Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

13.6 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and execute all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with Condition 13.4.

### 14. Protection of Confidential Information

14.1 Notwithstanding termination of the Contract, each party (**Receiving Party**) shall keep the Confidential Information of the other party (**Supplying Party**) confidential and secret, the Receiving Party shall only use the Confidential Information of the Supplying Party as necessary for supplying the Deliverables (in the case of the Supplier) or as necessary for the purpose of making reasonable use of the Deliverables (in the case of the Customer) and for performing the Receiving Party's obligations under the Contract.

14.2 The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall, and shall procure that its employees, agents and other representatives of the Receiving Party shall not:

14.2.1 use or exploit the Confidential Information in any way except for the purpose of complying with these Conditions; or

14.2.2 disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by these Conditions; or

14.2.3 copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purpose of complying with these Conditions (and any such copies, reductions to writing and records shall be the property of the Disclosing Party); or

14.2.4 use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business.

14.3 The Receiving Party may only disclose the Disclosing Party's Confidential Information to those of its employees, agents and other representatives of the Receiving Party who need to know this Confidential Information for the purpose of complying with the obligations under these Conditions, provided that:

14.3.1 it informs those employees, agents and other representatives of the Receiving Party of the confidential nature of the Confidential Information before disclosure and shall obtain from its employees, agents and other representatives of the Receiving Party enforceable undertakings to keep the Confidential Information confidential in terms at least as extensive and binding upon the employees, agents and other representatives of the Receiving Party as the terms of these Conditions are upon the Receiving Party;

14.3.2 at all times, it is responsible for these employees, agents and other representatives of the Receiving Party compliance with the obligations set out in this Condition 14; and

14.3.3 it keeps a written record of these employees, agents and other representatives of the Receiving Party.

14.4 The obligations of Condition 14.1 shall not apply to any information which:

14.4.1 was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;

14.4.2 is, or becomes, publicly available through no fault of the Receiving Party;

14.4.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

14.4.4 was developed by the Receiving Party (or on its behalf) without direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or

14.4.5 is required to be disclosed by order of a court of competent jurisdiction.

14.5 This Condition 14 shall survive termination of the Contract.

### 15. Data Protection

15.1 In this Condition 15, **"Personal Data"** has the meaning given in the General Data Protection Regulation 2018 as amended from time to time.

15.2 The Supplier warrants that, to the extent it processes any Personal Data on behalf of the Customer:

15.2.1 it shall act only on instructions from the Customer; and

15.2.2 it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

### 16. Anti-bribery

16.1 The Supplier shall:

16.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 as amended from time to time;

16.1.2 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;

16.1.3 within 3 months of the Commencement Date, and each year thereafter, certify to the Customer in writing signed by an officer of the Supplier, compliance with this Condition 16 by the Supplier. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

16.2 The Supplier shall ensure that any person associated with the Supplier who is performing or providing Deliverables in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Condition 16. The Supplier shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the Customer for any breach by such persons of any of such terms.

### 17. Termination and Consequences

17.1 Without prejudice to any other remedies or rights whether under the Contract or otherwise, the Customer may terminate the Contract at any time by written notice to the Supplier and the notice taking effect as specified in the notice if:

17.1.1 the Supplier commits a material or persistent breach of any of these Conditions, and (if such a breach is remediable), fails to remedy that breach within 10 days of being notified in writing;

17.1.2 the Supplier suspends, or threatens to suspend, payment of its debts or makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

17.1.3 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of any property or assets of the Supplier;

17.1.4 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

17.1.5 the Customer reasonably apprehends that any of the events mentioned above is about to occur and notifies the Supplier accordingly.

17.2 For the purposes of Condition 17.1.1, a breach shall be considered capable of remedy if the Supplier can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

17.3 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect, or in accordance with Condition 18, by giving written notice to the Supplier, in which case the Customer shall pay the Supplier fair and reasonable compensation for any work in progress on any other Deliverables at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss and shall be subject at all time to the Supplier complying with its obligations under Condition 12.2.

17.4 In any of the circumstances in these Conditions in which the Customer may terminate the Contract, the Customer may instead terminate part of the Contract in respect of an element of the Deliverables, and the Contract shall continue in respect of the remaining supply.

17.5 On termination of the Contract or any part of it for any reason:

17.5.1 the Supplier shall immediately discontinue work on the Order and shall within 1 month following termination submit any claim for monies due from the Customer under the Contract subject to the provisions of Condition 12.2. The Customer shall not be liable to the Supplier for any claims received from the Supplier in accordance with this Condition 17.5.1 more than 1 month after termination, subject to the provisions of Condition 12.4;

17.5.2 the Supplier shall immediately deliver to the Customer all Deliverables, whether or not then complete, and return all Input Materials. If the Supplier fails to do so, then the Customer may without limiting its other rights or remedies 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 this Contract;

17.5.3 the Customer shall be entitled to immediately take possession of the Deliverables in respect of which title has passed to the Customer in accordance with Condition 6.1 and the Supplier irrevocably authorises the Customer and the Customer's representatives, with or without vehicles, to enter the Supplier's premises for such purpose;

17.5.4 each party shall return, delete or destroy all Confidential Information and all other information which has been provided to it by the other party belonging to that other party in whatever medium in accordance with the instructions of that other party; and

17.5.5 any licence granted by these Conditions shall terminate, in particular those granted under Condition 13;

17.5.6 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

17.5.7 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

### 18. Force Majeure

18.1 The Customer shall not be liable to the Supplier or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract, if the delay or failure was due to any cause beyond the Customer's reasonable control such as (but without limitation) any strike, lock-out or other form of industrial action, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors or inability to procure materials required for performance of the Contract.

18.2 The Supplier shall promptly notify the Customer in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 4 weeks, the Customer may terminate the Contract by written notice to the Supplier and the provisions of Condition 17.3 shall apply.

### 19. Notices

19.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices:

19.1.1 sent by post shall be deemed served on the next Working Day following posting where the notice is sent and received within the United Kingdom, or 7 Working Days following posting where the notice is sent and/or received outside of the United Kingdom;

19.1.2 delivered personally shall be deemed served at the time of personal delivery, provided the same occurs on a Working Day;

19.1.3 sent by email shall be deemed served at the time of transmission provided that the transmission occurs on a Working Day and a confirmatory copy of the email is sent by post within 24 hours of transmission of the email.

19.2 To prove service it shall be sufficient to show that the email was transmitted to the email address of the other party or that the envelope containing the notice was properly addressed and posted.

### 20. Entire Agreement

20.1 Each Contract constitutes the entire agreement between the parties in relation to its subject matter, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

### 21. No Partnership or Agency

21.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for or to bind another party in any way.

### 22. Further Assurance

22.1 Each party to the Contract shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract or to make it easier to enforce.

### 23. Assignment

23.1 The Customer may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

23.2 The Supplier shall not, without the prior written consent of the Customer, assign, transfer, charge, sub-contract or deal in any manner with all or any of its rights or obligations under the Contract.

### 24. Variation

24.1 Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer.

### 25. Severance

25.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.

### 26. Waiver

26.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by the Customer to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### 27. Cumulative Remedies

27.1 All rights and remedies available to either of the parties under the terms of the Contract or under the general law are to be cumulative, and no exercise by either of the parties of any such right or remedy is to restrict or prejudice the exercise of any other right or remedy granted by the Contract or otherwise available to that party.

### 28. Third Party Rights

28.1 A party who is not a party to the Contract will not have any rights under any term of the Contract.

### 29. Governing Law and Jurisdiction

29.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England.