



## Standard Terms of Business

Prepared for Colva tech

Last updated Tuesday, 29 September 2020

# 1. INTERPRETATION

## 1.1. In these conditions:

'Company' means Colva tech Ltd of 8 Viceroy House, Mountbatten Business Centre, Millbrook Road East, Southampton SO15 1HY UK.;

'Conditions' means the standard conditions of sale set out in this document and includes any Special Conditions.

'Contract' means the contract for the sale and purchase of the Goods and/or Services;

'Goods' means all or any products (including any instalment of the Goods or any part of them) which the Company is to supply in accordance with these Conditions and includes Software;

'Intellectual Property' means all inventions, patents, utility models, design (both registered and unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature;

'Order Acknowledgement' means the acknowledgement of an order in Writing (including an email issued by the Company confirming acceptance of an order placed on the Website) issued by the Company pursuant to Condition 2.2.1;

'Purchaser' means the business (company, other legal entity, partnership or sole trader) whose order for the Goods and/or Services is accepted by the Company;

"Quotation" means a quotation supplied to a prospective Purchaser in response to a request;

"Services" means any services to be supplied by the Company or a third party arranged by the Company pursuant to the Contract;

"Software" means proprietary software of either the Company or third parties.

"Special Conditions" means any additional terms agreed between the parties and incorporated into the Contract in writing.

"Special Goods" means any Goods created or modified especially for the Purchaser

'Special Order' means any order including Special Goods;

"Tangible Goods" means Goods which are not Software;

"Website" means the Company's website at <https://colva.tech/> or any other website operated by or for the Company providing the facility for Purchasers to purchase Goods;

'Writing' includes facsimile transmission, e-mail, edi, and other comparable means of communication and includes communications to the Company sent via the Website;

## 1.2. Any references in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. Words denoting the singular number only, include the plural and vice versa.

1.4. The headings used in these Conditions are for convenience only and shall not affect the construction thereof.

## 2. BASIS OF SALE

2.1. The Conditions shall:

2.1.1. apply to and be incorporated into the Contract; and

2.1.2. prevail and take precedence over any terms or conditions (even when such terms or conditions are themselves expressed to prevail) contained, or referred to, in the Purchaser's purchase order, confirmation of order, acceptance of a quotation or specification, or any inconsistent terms or conditions implied by law, trade custom, practice or course of dealing.

2.2. The Purchaser's purchase order or the Purchaser's acceptance of a Quotation constitutes an offer by the Purchaser to purchase the things specified in it subject to the Conditions. No offer placed by the Purchaser shall be accepted by the Company other than:

2.2.1. by an Order Acknowledgement issued by the Company; or

2.2.2. (if earlier) by the Company commencing to provide the Goods and/or Services, when the Contract will be established. The Purchaser's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the supply of the Goods.

2.3. Quotations are given by the Company on the basis that no agreement shall come into existence except in accordance with Condition 2.2. Any Quotation is valid for a period of 30 days from its date (unless stated differently in the Quotation), provided that the Company has not previously withdrawn it.

2.4. No variation to these Conditions shall be binding unless agreed in Writing between authorised representatives of the parties.

2.5. In entering into the Contract, the Purchaser acknowledges that it does not rely on any representations by the Company relating to the Goods or Services which are not confirmed in writing.

2.6. Any error or omission on the Website, in any sales literature, Quotation, price list, Order Acknowledgement, invoice or other document or information issued by the Company may be corrected and shall not be binding on the Company.

2.7. The Goods and/or Services are not of a type normally supplied to consumers and the Company will only supply those buying for business purposes. By purchasing from the Company, the Purchaser confirms that the purchase is being made for business purposes.

### 3. ORDERS AND SPECIFICATIONS

- 3.1. These Conditions shall form part of any Quotation or order relating to the design, manufacture and/or supply of any Goods and/or Services by the Company and of any Contract arising therefrom.
- 3.2. The Purchaser shall be responsible to the Company for ensuring the accuracy of any order (including any applicable specification or design) submitted by the Purchaser, and for giving the Company any necessary information relating to the Goods and/or Services early enough to enable the Company to perform the Contract in accordance with its obligations.
- 3.3. The quantity and description of the Goods and/or Services to be supplied shall be those set out in the Order Acknowledgement.
- 3.4. The Company reserves the right (but not so as to be obliged to do so) to make any changes in the quality or specification of the Goods which are required to conform with any applicable UK or other safety or statutory requirement or which do not materially impair the quality or performance of the Goods. The Company shall not do so in relation to a Special Order without the consent of the Purchaser.

### 4. SPECIAL GOODS, ALTERATIONS AND MODIFICATIONS

- 4.1. Where the Purchaser instructs the Company to create Special Goods for the Purchaser or to make some alteration or modification to the Goods, the Company will accept such instructions and use reasonable endeavours to carry the same out but on the following conditions:
  - 4.1.1. The Company in following such instructions is deemed to have made no representation and gives no warranty as to whether the Goods can be successfully made, altered or modified in accordance with the Purchaser's instructions or whether they will perform as anticipated by the Purchaser;
  - 4.1.2. Any implied warranty or condition as to quality or fitness for purpose is excluded in relation to such Goods but the Company warrants that the Goods will be made, altered or modified in accordance with the Purchaser's specification for such Goods;
  - 4.1.3. Notwithstanding the fact that such Goods may prove not to perform as anticipated the Purchaser shall, unless it is proven or self-evident that they do not comply with the Purchaser's specification, pay for the Goods in accordance with these conditions

### 5. NO POACHING

- 5.1. The Purchaser shall not during the term of the Contract, and for a period of six (6) months after its completion, solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, or any other basis, any Company employee or sub-contractor whether or not said person has been assigned to perform tasks under the Contract. In the event such employment, engagement or consultation occurs, the Company shall be entitled to receive from the Purchaser a commission of either (a) 50 percent of said person's starting salary with the Purchaser if employed, or (b) 50 percent of any fees paid to said person in the twelve months following the commencement of any engagement if otherwise engaged. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the person performed services for the Purchaser.

## 6. PRICING

- 6.1. The price of the Goods or Services shall be those quoted by the Company from time to time or where no price has been quoted as listed in the Company's published price list current at the date of acceptance of the order. Where the Goods are Special Goods, the price shall be as specified in a Special Condition to the Contract.
- 6.2. An additional charge may be made for delivery or for travel to provide Services.
- 6.3. All prices contained in Quotations, Order Acknowledgements or elsewhere are subject to revision as set out below.
- 6.4. Subject to Conditions 6.1 to 6.3 all prices quoted unless otherwise provided are valid for thirty days only. The Company reserves the right, by giving notice to the Purchaser at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Company which is due to:
  - 6.4.1. any change in delivery dates, quantities or specifications for the Goods which is requested by the Purchaser, or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Company adequate information or instructions.
  - 6.4.2. any factor beyond the control of the Company including but without limitation exchange rates, currency regulations, increase or imposition of taxes or duties, increase in the cost of labour and materials or increases in the cost of Goods sourced from third parties.
- 6.5. Prices quoted are exclusive of any applicable value added tax, or any other sales tax, or duty or import or export duty, or brokers fees or clearance fees which may be chargeable (whether or not required to be paid to enable the Goods to be shipped from one country to another) which the Purchaser shall be additionally liable to pay to the appropriate third party or to the Company.
- 6.6. Where carriage, insurance, storage or other costs are incurred by the Company including for storage at the Company's own premises in consequence of any act or omission of the Purchaser, its servants or agents or as a result of any special requirements or stipulations of the Purchaser not otherwise provided for in the Contract, they shall be payable by the Purchaser as if they formed part of the price.
- 6.7. In the event of the Purchaser varying any agreed call-off rate, the Company reserves the right to charge a price appropriate to the changed call-off rate.

## 7. PAYMENT

- 7.1. Unless credit terms have been agreed payment is required prior to delivery. Goods are not supplied on credit terms unless such terms have previously been agreed in Writing by the Company. The Company reserves the right to withdraw any such credit terms at any time.

7.2. Where credit terms have been agreed:

7.2.1. Subject to any Special Conditions agreed in Writing between the Purchaser and the Company, the Company shall invoice the Purchaser for the price of the Goods on or at any time after the Goods have been despatched for delivery to the Purchaser or the Purchaser has been informed that they are ready for collection.

7.2.2. The Purchaser shall pay the price of the Goods (less any discount to which the Purchaser is entitled, but without any other deduction or set off) within 30 days of the date of the Company's invoice ("the due date") unless otherwise agreed in writing by the Company notwithstanding that delivery of the Goods may not have taken place and the property in the Goods has not passed to the Purchaser. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

7.3. If the Purchaser fails to make any payment by the due date all of the Company's invoices rendered (or to be rendered) to the Purchaser (whether in respect of the Contract or any other contract between the Company and the Purchaser) shall become immediately due and payable to the Company and without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

7.3.1. cancel the Contract or suspend any further deliveries to the Purchaser;

7.3.2. appropriate any payment made by the Purchaser to such of the Goods or Services (or the goods or services supplied under any other contract between the Purchaser and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Purchaser); and

7.3.3. charge the Purchaser interest (both before and after any judgment) on the amount unpaid, at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 as varied from time to time, until payment in full is made.

7.4. All costs and expenses reasonably incurred by the Company in recovering monies due to it (including costs of any court case) will be charged to and be payable by the Purchaser on a full indemnity basis.

## 8. DELIVERY

- 8.1. Delivery shall be made by the Company delivering the Goods to the Purchaser at the delivery address set out in the Order Acknowledgement.
- 8.2. Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in Writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Purchaser.
- 8.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with the Contract or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.
- 8.4. If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the company's reasonable control or the Purchaser's fault, and the Company is accordingly liable to the Purchaser, the Company's liability for any loss, damage or expense incurred or suffered by the Purchaser shall be limited to the price of the Goods not delivered.
- 8.5. If the Purchaser fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may:
  - 8.5.1. store the Goods (at the risk of the Purchaser) until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage; or
  - 8.5.2. terminate the Contract with immediate effect and resell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for the excess over the price under the Contract or charge the Purchaser for any shortfall below the price under the Contract.
- 8.6. Where the Goods are exported the Purchaser shall be responsible for complying with any legislation or regulations governing the importation of Goods into the country of destination and for the payment of any duties.
- 8.7. If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Purchaser, the Purchaser shall obtain it at its own expense and if required by the Company produce evidence on demand that it has done so. Failure to obtain it shall not entitle the Purchaser to withhold or delay payment of the price. Any additional expenses or charges incurred by the Company resulting from such failure shall be for the Purchaser's account.
- 8.8. Call-off orders must be completed within one year from the date of the first delivery. Only in exceptional circumstances will the Company agree to delay delivery of an order beyond the date agreed in the Order Acknowledgement. The Company shall have sole discretion in determining whether exceptional circumstances exist and whether to agree to delay delivery and reserves the right to pass on to the Purchaser any extra costs involved.

8.9. Any claim by the Purchaser in respect of any alleged short delivery or discrepancy in delivery must be notified to the Company by notice in Writing by the Purchaser within 7 days of the receipt of the Goods or in the case of non-delivery of the Goods or a consignment of the Goods within 7 days of the delivery date stated in the Contract. The Company will not accept any claim in respect of any alleged discrepancy after this time.

## 9. RISK AND TITLE

9.1. Risk in the Goods will pass to the Purchaser on delivery to the Purchaser or the Purchaser 's nominee.

9.2. Title in the Goods will not pass until all goods forming part of the relevant order or consignment have been fully paid for.

9.3. The Goods shall be stored separately and identifiably until paid for.

9.4. The Company shall be entitled to recover the invoiced price of any Goods not recovered by the Company notwithstanding that property in any of the Goods has not passed from the Company.

9.5. Until such time as the property in the Goods passes to the Purchaser the Company shall be entitled at any time to require the Purchaser to deliver up the Goods to the Company and, if the Purchaser fails to do so forthwith, the Company shall be entitled upon reasonable notice to enter upon any premises of the Purchaser where the Goods are stored and repossess the Goods. In the event that the Goods are in the possession of a third party, the Purchaser shall use its best endeavours to procure the consent and cooperation of such third party to facilitate repossession of the Goods by the Company.

## 10. CATALOGUE DESCRIPTIONS

10.1. Whilst the Company takes every precaution in the preparation of the descriptions of Goods on the Website, in its catalogues and technical circulars, and the preparation of its price lists and other literature, these documents are for the Purchaser's general guidance only and the particulars contained therein shall not constitute representations by the Company and the Company shall not be bound thereby.

## 11. INTELLECTUAL PROPERTY

11.1. The Intellectual Property in the specification(s) and design(s) of the Goods shall belong to and remain the property of the Company or its suppliers.

11.2. Insofar as any of the Goods are Software the Purchaser may be required to enter into separate licence agreements to cover its usage.

11.3. Where any designs or specifications have been supplied by the Purchaser for manufacture by or to the order of the Company then the Purchaser warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party and shall indemnify the Company against all loss, damage, costs and expenses awarded against or incurred by the Company in connection with any claims that the Goods infringe the Intellectual Property of a third party.



## 12. WARRANTY

- 12.1. Subject as otherwise stated herein, the Company warrants that the Tangible Goods are free from significant defects in workmanship and materials at the date of delivery.
- 12.2. The Company's warranty in respect of Tangible Goods shall be limited as follows:
  - 12.2.1. the warranty period and its terms shall be limited to such warranty as the Company receives from the manufacturer(s) of the Tangible Goods and the Company shall endeavour to transfer to the Purchaser the benefit of any warranty or guarantee given to the Company.
  - 12.2.2. Subject to clause 12.2.1 the Company's liability under the warranty shall be limited to the supply of labour and materials to repair any defects in the Tangible Goods, or at the Company's option, to replace the defective Goods. The Company shall apply the said labour and materials free of charge, save for transport costs, travelling time, time engaged in separating the Goods from other goods or replacing them in situ and engineer expenses, and
  - 12.2.3. the Company shall have no liability in respect of any defect arising from (a) any drawing, design, or specification supplied by the Purchaser or (b) fair wear and tear, or (c) wilful damage, or negligence by the Purchaser, or failure by the Purchaser (or any sub-buyer or user) to follow the Company's instructions (whether written or verbal) as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice, or (d) misuse (including inappropriate use of the Goods) or their alteration, repair or incorporation into another product without the Company's prior approval in Writing; and
  - 12.2.4. the Company shall have no liability if the total price payable for the Goods was not paid by the Purchaser by the due date.
- 12.3. The Company warrants that the Software will function substantially as described in any specification provided by the Company to the Purchaser prior to the Contract.
- 12.4. The Company warrants that the Services will be provided with reasonable care and skill.

- 12.5. The Company's warranty is conditional upon the following:
- 12.5.1. notice of the defect must be delivered to the Company in Writing within 7 days of the date of delivery or where the defect was not apparent upon reasonable inspection on delivery, within 7 days of the discovery of the defect; and
  - 12.5.2. where the defect is discovered within 7 days of the date of delivery, the Purchaser must give the Company a reasonable opportunity to arrange for inspection of the Goods in the condition and at the location to which they were delivered; or
  - 12.5.3. where the defect is discovered at a later date, the Goods in question (a) must have been properly stored and/or operated by the Purchaser prior to the defect occurring, (b) must not have been subjected to abnormal use or any modification prior to the defect occurring, and (c) the Purchaser (at its expense) must return the Goods in question for inspection by the Company should the Company so request;
  - 12.5.4. where the defect is in Software the Purchaser has entered into any support and/or maintenance contract recommended by the Company and has exhausted all remedies under such agreement;
  - 12.5.5. Where the defect is in Services the defect must be reported within 7 days of the occurrence or where the defect was not apparent upon reasonable inspection on completion of the Services, within 7 days of the discovery of the defect;
  - 12.5.6. Where the Goods are overseas the Purchaser (at its expense) must return the Goods in question for inspection by the Company should the Company so request;
  - 12.5.7. In all circumstances the defect must be reported within 90 days of the date on which the Goods or Services were delivered.

## 13. LIABILITY

- 13.1. The Goods are sold on the basis that the Purchaser has satisfied itself as to the suitability of the Goods for use or resale by the Purchaser. In particular the Company gives no warranty that the Goods are suitable for any particular purpose or their use will result in any economic advantage, increase in profits or reduction in costs for the Purchaser.
- 13.2. Nothing in this Condition 13 shall limit the liability of the Company to any natural person for death or personal injury resulting from its negligence, or to the Purchaser from fraudulent misrepresentation, or for breach of the Company's obligations arising from Section 12 of the Sale of Goods Act 1979 or for any other liability which cannot be limited by law.
- 13.3. Subject to Condition 13.2 the following provisions set out the limitations on the liability of the Company (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Purchaser with respect to:
- 13.3.1. any breach of its contractual obligations arising under the Contract;
  - 13.3.2. any use made or resale by the Purchaser of any of the Goods, or of any product incorporating any of the Goods; and
  - 13.3.3. any representation, statement, act or omission given, made or carried out under or in connection with the Contract (whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever).
- 13.4. Except as expressly set forth in the Contract, all conditions, warranties and representations express or implied by statute, common law or otherwise with respect to the Goods and Services are excluded to the fullest extent permitted by law and in no event shall the Company be liable for any of the following losses or damage (even where such losses or damage were foreseen, foreseeable, known or otherwise and whether or not the Company is advised of the possibility of such loss, liability, damage or expense):
- 13.4.1. loss of revenue;
  - 13.4.2. loss of actual or anticipated profit (including loss of profits on contracts);
  - 13.4.3. loss of the use of money;
  - 13.4.4. loss of anticipated savings;
  - 13.4.5. loss of business;
  - 13.4.6. loss of operating time or loss of use;
  - 13.4.7. loss of opportunity;
  - 13.4.8. loss of goodwill;
  - 13.4.9. loss of reputation;
  - 13.4.10. loss of, damage to or corruption of data; or
  - 13.4.11. any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in Conditions 13.4.1– 13.4.10).
- 13.5. Subject to Conditions 12 and 13.2, the aggregate liability of the Company to the Purchaser with respect to all claims under or in connection with the Contract shall be limited to the price of the Contract.
- 13.6. The Company shall not be liable to the Purchaser in any way whatsoever or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond the Company's reasonable control.

13.7. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control: unavailability of Goods at a reasonable price or at all, act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; and/or power failure or breakdown in machinery.

13.8. In circumstances such as those in Condition 13.7, delivery shall be suspended. The Company shall be entitled to cancel or rescind the Contract and shall not be liable for any loss or damage as a result of such cancellation or rescission. If the Goods cannot be delivered or collected within three months from the original delivery date, the Purchaser may, at its option, cancel the contract for the Goods (without liability to the Company except for Goods already delivered), save that where the Goods have been specially obtained, manufactured or adapted for the Purchaser and in the Company's reasonable opinion there is no readily available market for them, the Purchaser may not cancel the order and the Company may retain any price paid for them and the Purchaser shall remain liable to pay the Company (the remainder of) the full purchase price for the Goods when finally ready to be delivered.

## 14. HEALTH AND SAFETY AT WORK AND PRODUCT LIABILITY

The Purchaser shall be solely responsible for and shall indemnify and keep indemnified the Company against any loss, liability or expense arising directly or indirectly from use of the Goods other than in accordance with the uses to which a competent user would put goods of that description and specification or which may be contained in literature supplied by the Company. It is a condition of the Contract that any information which may have been supplied to the Purchaser by or obtained from the Company by the Purchaser about the use for which Goods are designed and/or have been tested or about the results of any relevant tests and about conditions necessary to ensure that Goods will be safe and without risk to health when properly used are provided by the Purchaser to its purchasers and by them to their purchasers or users.

## 15. USE OF GOODS IN LIFE SUPPORT, NUCLEAR AND CERTAIN OTHER APPLICATIONS

Goods sold by the Company are not designed, intended or authorised for use in life support, life sustaining, nuclear, or other applications in which the failure of such Goods could reasonably be expected to result in personal injury, loss of loss or catastrophic property damage. If the Purchaser uses or sells the Goods for use in any such applications the Purchaser

15.1. acknowledges that such use or sale is at the Purchaser's sole risk;

15.2. agrees that the Company and the manufacturer of the Goods are not liable, in whole or in part, for any claim or damage arising from such use; and

15.3. agrees to indemnify, defend and hold the Company harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use.

## 16. EXPORT CONTROL

The sale, resale or other disposition of certain Goods and related technologies or documentation may be subject to the export control laws, regulations and orders of the United Kingdom and may also be subject to the export and/or import control laws and regulations of other countries. The Purchaser agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any such Goods to any country to which such export or transmission is restricted or prohibited. The Purchaser acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

## 17. CONFIDENTIALITY UNDERTAKING AND BRIBERY ACT

17.1. The Purchaser undertakes that during the term of the Contract and thereafter it will keep confidential and will not use for its own purpose nor without the written consent of the Company disclose to any third party any information of a confidential nature regarding the Company and the Goods (including specifications of the Goods, trade secrets and information of commercial value) unless such information is public knowledge.

17.2. The parties each undertakes to comply with applicable Bribery Laws (meaning the Bribery Act 2010 and all other applicable UK and EU legislation, regulations and codes in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction), including ensuring that they have in place adequate procedures to ensure compliance with the Bribery Laws and prevent bribery and shall use all reasonable endeavours to ensure that:

17.2.1. all of its personnel

17.2.2. all others associated with it, and

17.2.3. all of its subcontractors involved with this Agreement so comply. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.

17.3. Without limitation to the above sub-clause, the parties shall not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

## 18. ASSIGNMENT

The Contract or any right or rights of the parties thereunder may not be assigned in whole or in part without the prior consent of the other party.

## 19. SUB-CONTRACTS

The Company reserves the right to sub-contract the performance of the Contract or any part thereof.

## 20. TERMINATION

### 20.1. If:

- 20.1.1. the Purchaser commits any breach of any of the Conditions (including without limitation Conditions as to the time for payment of the purchase price) or of any other contract with the Company (save where the breach is capable of remedy and the Purchaser has remedied the same within 7 days of receiving notice in Writing from the Company requiring the same to be remedied); or
- 20.1.2. the Purchaser is dissolved or struck off the register of companies or a winding up order is made against the Purchaser or a meeting is convened, resolution passed or any step taken by the Purchaser with a view to the winding-up of the Purchaser except for the purpose of a solvent reconstruction, reorganisation, merger or consolidation;
- 20.1.3. a receiver (including fixed charge or court appointed), administrative receiver, manager, insolvency practitioner or similar officer shall be appointed over the whole or a substantial part of the undertaking, property or assets of the Purchaser;
- 20.1.4. the Purchaser is unable to pay its debts or is insolvent as defined in section 123 of the Insolvency Act 1986;
- 20.1.5. the Purchaser enters into (or proposes to enter into) a composition, scheme of arrangement or voluntary arrangement with any of its creditors or otherwise or a moratorium is agreed imposed or declared in respect of or affecting all or a material part of (or of a particular type of) the debts of the Purchaser;
- 20.1.6. if notice of intention to appoint an administrator is given by any person (including the Purchaser's directors, the Purchaser or any qualifying floating charge holder as defined in the Insolvency Act 1986) or any step is taken by any person with a view to placing the Purchaser into administration as defined by the Insolvency Act 1986; or
- 20.1.7. any event or circumstances occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events listed in the above sub-conditions in relation to the Purchaser;
- 20.1.8. the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly;

then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled:

(i) by written notice to the Purchaser to cancel the Contract without any liability to the Company,

(ii) to stop any Goods in transit and to suspend any further deliveries

(iii) and the price for any Goods delivered but not paid for shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 21. GENERAL

### Notices

21.1. All notices between the parties with respect to these Conditions shall be in Writing.

21.2. Any notice may be served:

- a) by delivering it by hand;
- b) by first class pre-paid post or recorded delivery; or
- c) by fax, provided that a copy is also sent by post as set out in Condition 21.2 b));
- d) by email, provide that a copy is also sent by post as set out in Condition b)

to the registered office (or if none the principal place of business) of the addressee or such other address within the UK as the addressee may from time to time have notified and had acknowledged by the other party for the purpose of this Condition.

21.3. Notices shall be deemed to have been received:

- a) if delivered by hand, on the day of delivery;
- b) if sent by first class pre-paid post or recorded delivery, two business days after posting exclusive of the day of posting;
- c) if sent by fax or electronic mail, at the time of transmission unless sent after normal office hours at the place of receipt in which case it shall be deemed to have been received on the next business day in the place of receipt (provided that a copy has also been sent by post as set out in Condition 21.2 b)

21.4. Any notice or communication given under these Conditions shall not be validly served if sent by text messaging via mobile phone.

21.5. Conditions 21.1–21.4 shall not apply to the service of legal process.

#### Waiver.

21.6. No waiver by the Company of any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other Condition.

#### Validity.

21.7. If any of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other Conditions and the remainder of the Condition in question shall not be affected and the parties hereto shall renegotiate the terms of the Condition so invalidated with a view to agreeing a revised and valid Condition with effect as similar as possible to the invalid or unenforceable provision.

#### Revision.

21.8. The Company reserves the right to revise these Conditions from time to time on not less than 30 days notice in Writing to the Purchaser. Each Contract will be subject to the Conditions in force at the time of its creation.

#### Third Party Rights.

21.9. It is not intended that any third parties other than the suppliers of the Company where specifically mentioned should be entitled to enforce any provision of these Conditions or any Contract (unless otherwise expressly so provided) purely by virtue of the Contracts (Rights of Third Parties) Act 1999.

21.10. No third party's consent is required for any change to these Conditions or any Contract.

#### Law and Jurisdiction.

21.11. The Contract shall be governed by and construed in accordance with the laws of England, and the Purchaser agrees to submit to the non-exclusive jurisdiction of the English courts.