



Terms and conditions for the purchase of goods

PDS Board of Directors
October 2021

Terms and conditions for the purchase of goods

1. Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Acceptance Conditions: has the meaning given in clause 7.2;

Applicable Law: means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

Bribery Laws: means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption ;

Business Day: means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

Conditions: means the Customer's terms and conditions of purchase set out in this document;

Confidential Information: means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

Contract: means the agreement between the Supplier and the Customer for the sale and purchase of Goods incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;

Control: means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls; **Controlled:** and **under common Control:** shall be construed accordingly;

Customer: means **PRINT DATA SOLUTIONS LIMITED** a company incorporated in England and Wales under number 03590464 whose registered office is at 12 Regent Park, Booth Drive, Park Farm Industrial Estate, Wellingborough, NN8 6GR;

Documentation: means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Goods;

Force Majeure: means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers workforce;.

Goods: means the goods and related accessories, spare parts and Documentation and other physical material set out in the Order and to be supplied by the Supplier to the Customer in accordance with the Contract;

Intellectual Property Rights: means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

Location: means the address or addresses for delivery of the Goods as set out in the Order;

Modern Slavery Policy: means the Customer's anti-slavery and human trafficking policy in force and notified to the Supplier from time to time;

MSA Offence: has the meaning given in clause 11.1 (a);

Order: means the Customer's order for the Goods from the Supplier as set out in the Customer's order form;

Price: has the meaning given in clause 3.1;

Specification: means the description, any samples, or Documentation provided for the Goods and their packaging set out or referred to in the Contract;

Supplier: means the named party in the Contract who has agreed to sell the Goods to the Customer and whose details are set out in the Order;

Supplier Personnel: means all employees, officers, staff, other workers, agents and consultants of the Supplier, and any of its sub-contractors who are engaged in the performance of the Services from time to time; and

VAT: means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

1.2 In these Conditions, unless the context requires otherwise:

- (a) a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- (b) any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- (c) a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- (d) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns
- (e) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

- (f) a reference to a gender includes each other gender;
- (g) words in the singular include the plural and vice versa;
- (h) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- (i) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;

2. Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Customer otherwise agrees in writing.
- 2.3 No variation to these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Supplier respectively.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase Goods subject to the Contract including these Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. An Order shall lapse unless accepted by the Supplier before the expiry of 3 Business Days after the date of the Order. If the Supplier is unable to accept an Order, it shall notify the Customer in writing promptly.
- 2.6 Acceptance of an Order by the Supplier shall occur when it is expressly accepted by the Supplier or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Order.

3. Price

- 3.1 The price for the Goods shall be as set out in the Order or where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by the Customer before the date the Order is placed (Price). No increase in the Price may be made by the Supplier after the Order is placed by the Customer.
- 3.2 All Prices are fixed and the Price includes without limitation all packaging, delivery, unloading, shipping, carriage, insurance and all other charges or taxes related to the Goods.

4. Payment

- 4.1 The Supplier shall invoice the Customer for the Goods on or after delivery of the Goods or, if later, the Customer's acceptance of the Goods.
- 4.2 The Customer shall pay each validly submitted and undisputed invoice of the Supplier within 45 days from the date of the invoice.
- 4.3 Without prejudice to any other remedy, the Customer shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier in accordance with clause 27.1.
- 4.4 Time of payment is not of the essence. Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from the Customer's breach, the Customer shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of 2 per cent per annum above the official bank rate from time to time of The Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.5 VAT shall be charged by the Supplier and paid by the Customer at the applicable rate at the time the invoice was issued.

5. Cancellation

- 5.1 The Customer shall have the right to cancel the Order for the Goods or for any part of the Goods which have not yet been delivered to the Customer.
- 5.2 In relation to any Order cancelled or part-cancelled under clause 5.1, on receipt of validly issued and properly documented evidence, the Customer shall pay for:
 - (a) that part of the price which relates to the Goods which at the time of cancellation have been delivered to the Customer; and
 - (b) the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.
- 5.3 To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this clause 5.

6. Delivery

- 6.1 The Goods shall be delivered by the Supplier, or its nominated carrier, to the Location on the date(s) specified in the Order.
- 6.2 The Goods shall be deemed delivered on completion of unloading only of the Goods at the Location by the Supplier or its nominated carrier (as the case may be).
- 6.3 The Goods shall not be delivered by instalments unless otherwise specified in the Order by the Customer.
- 6.4 Each delivery of the Goods shall be made in accordance with the Customer's supplier delivery guidelines which are referenced on each Order.
- 6.5 Time of delivery is of the essence. If the Supplier fails to deliver any of the Goods by the date specified in the Order, the Customer shall (without prejudice to its other rights and remedies) be entitled at the Customer's sole discretion:
 - (a) to terminate the Contract in whole or in part;
 - (b) to purchase the same or similar Goods from another supplier;
 - (c) to refuse to accept the delivery of any more Goods under the Contract;
 - (d) to recover from the Supplier all costs and losses resulting to the Customer from the failure in delivery, including the amount by which the price payable by the Customer to acquire those Goods from another supplier exceeds the price payable under the Contract and any loss of profit; and
 - (e) all or any of the foregoing.

7. Acceptance, rejection and inspection

- 7.1 The Customer shall not have accepted, or be deemed to have accepted, the Goods until the Acceptance Conditions are fulfilled and the Customer has notified confirmation of such to the Supplier in writing.
- 7.2 The 'Acceptance Conditions' are that:
 - (a) the Goods and delivery note have been delivered to or at the Location; and
 - (b) all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of the Customer at its sole discretion acting reasonably;
 - (c) the Customer has notified the Supplier in writing that the Goods have been delivered in full compliance with the Order and the Conditions of the Contract including this clause 7.
- 7.3 The Customer shall be entitled to reject any Goods which are not in full compliance with the terms and Conditions of the Contract. Any acceptance of defective, late or incomplete Goods or any payment made in respect thereof, shall not constitute a waiver of any of the Customer's rights and remedies, including its right to reject.

- 7.4 If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.
- 7.5 Any rejected Goods may be returned to the Supplier by the Customer at the Supplier's cost and risk. The Supplier shall pay to the Customer a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 7.6 The Customer may inspect and test the Goods during manufacture or processing prior to despatch, and the Supplier shall provide the Customer with access to and use of all facilities reasonably required.
- 7.7 Any inspection or testing of the Goods shall not be deemed to be acceptance of the Goods or a waiver of any of the Customer's other rights and remedies, including its right to reject.
- 7.8 The rights of the Customer in this clause 7 are without prejudice to the Customer's other rights and remedies under the Contract including those under clause 9.

8. Title and risk

- 8.1 Risk in the Goods shall pass to the Customer on the later of:
- (a) delivery of the Goods to the Customer as set out in clause 6; or
 - (b) the Customer's acceptance of the Goods as set out in clause 7. The Supplier shall unload the Goods in accordance with the Customer's directions and at the Supplier's risk.
- 8.2 Title to the Goods shall pass to the Customer on the sooner of:
- (a) payment by the Customer for the Goods under clause 4; or
 - (b) delivery of the Goods to the Customer under clause 6.
- 8.3 The passing of title shall not prejudice any other of the Customer's rights and remedies, including its right to reject.
- 8.4 The Supplier and no other person shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which has vested in the Customer or any specifications or materials of the Customer, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 8.5 The Supplier warrants and represents that it:
- (a) has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to the Customer; and
 - (b) shall hold such title and right to enable it to ensure that the Customer shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

9. Warranty

- 9.1 The Supplier warrants and represents that it shall:

- (a) have all consents, licences and authorisations necessary to supply the Goods;
 - (b) ensure the Contract is executed by a duly authorised signatory on behalf of Supplier;
 - (c) provide high quality Documentation for the Goods;
 - (d) ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
 - (e) observe, and ensure that the Supplier Personnel observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises including the Location;
 - (f) ensure that the Supplier Personnel use reasonable skill and care in supplying the Goods;
 - (g) keep the Customer fully informed of all activities concerning the Goods and provide the Customer with activity reports on request; and
 - (h) conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Goods prior to delivery as the Customer may require at its sole discretion acting reasonably.
- 9.2 The Supplier warrants and represents that, the Goods shall for a period of 24 months from acceptance (the Warranty Period):
- (a) conform in all material respects to any sample, and with the quality and the description of the Specification;
 - (b) be free from defects in design, material and workmanship;
 - (c) comply with all Applicable Laws, standards and best industry practice;
 - (d) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (e) be fit for purpose and any purpose held out by the Supplier and as otherwise required to meet the Customer's needs.
- 9.3 The Supplier agrees that the approval by the Customer of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.
- 9.4 The Supplier warrants and represents that it understands the Customer's business and needs.
- 9.5 The provisions of these Conditions shall apply to any Goods that are repaired, replaced or corrected with effect from acceptance of the repaired, replaced or corrected Goods.
- 9.6 The Customer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in sections 13 to 15 of the Sale of Goods Act 1979.
- 9.7 The Customer shall be entitled to exercise its rights under this clause 9 regardless of whether the Goods have been accepted under the Acceptance Conditions and notwithstanding that the Goods were not rejected following their initial inspection under clause 7.3.

10. Anti-bribery

- 10.1 For the purposes of this clause 10 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- (a) all of that party's personnel;
 - (b) all others associated with that party; and
 - (c) all of that party's subcontractors;
- involved in performing the Contract so comply.
- 10.3 Without limitation to clause 10.2, neither party shall 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 shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 10.4 The Supplier shall immediately notify the Customer as soon as it becomes aware of a breach or possible breach by the Supplier of any of the requirements in this clause 10.
- 10.5 Any breach of this clause 10 by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle the Customer to immediately terminate the Contract by notice under clause 16.1 (a).

11. Anti-slavery

- 11.1 The Supplier undertakes, warrants and represents that:
- (a) neither the Supplier nor any of its officers, employees, agents or subcontractors has:
 - (i) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware if 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;
 - (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
 - (c) it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Customer on request at any time throughout the Contract;
 - (d) it shall notify the Customer 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 Supplier's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

- 11.2 Any breach of clause 11.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract pursuant to clause 16.1 (a) with immediate effect.

12. Indemnity and insurance

- 12.1 The Supplier shall indemnify, and keep indemnified, the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses which the Customer may suffer or incur directly or indirectly from as a result of any:
- (a) alleged or actual infringement by the Supplier of a third party's Intellectual Property Rights or other rights in connection with the use, manufacture or supply of the Goods under the Contract (IPR Claim);
 - (b) claim made against the Customer in respect of any losses, damages, liability, costs and expenses sustained by the employees or agents or any customer of the Customer or any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or from a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier;
 - (c) defects in materials, quality, workmanship or performance of the Goods.
- 12.2 If any IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier shall promptly and at its own expense either:
- (a) procure for the Customer the right to continue using and possessing the relevant Intellectual Property Rights; or
 - (b) modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,
- provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by Customer in respect of the affected Intellectual Property Rights. Apart from the indemnity given by Supplier above, this shall be the Customer's sole remedy in respect of the infringing Intellectual Property Rights.
- 12.3 The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom insuring the Goods and any of the Customer's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to the Customer, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to the Customer the benefit of such insurance.

13. Intellectual property rights

- 13.1 All Specifications provided by the Customer and all Intellectual Property Rights in the Goods made in accordance with such Specifications shall vest in and remain at all times the property of the Customer and such Specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to the Customer absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in the Customer's opinion to so vest all such Intellectual Property Rights in the Customer, and to enable the Customer to defend and enforce such Intellectual Property Rights, and the Supplier shall at the Customer's request waive or procure a waiver of applicable moral rights.

14. Confidentiality and announcements

- 14.1 The Supplier shall keep confidential all Confidential Information of the Customer and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- (a) any information which was in the public domain at the date of the Contract;
 - (b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - (c) any information which is independently developed by the Supplier without using information supplied by the Customer; or
 - (d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 14.2 This clause shall remain in force in perpetuity.
- 14.3 The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

15. Force majeure

- 15.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- (a) promptly notifies the other of the Force Majeure event and its expected duration; and
 - (b) uses best endeavours to minimise the effects of that event.
- 15.2 If, due to Force Majeure, a party:
- (a) is or shall be unable to perform a material obligation; or
 - (b) is delayed in or prevented from performing its obligations for a total of more than 30 days in any consecutive period of 60 days;

the other party may, within 10 days, terminate the Contract on immediate notice the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

16. Termination

16.1 The Customer may terminate the Contract at any time by giving notice in writing to the Supplier if:

- (a) the Supplier commits a material breach of the Contract and such breach is not remediable;
- (b) the Supplier commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
- (c) the Supplier has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Customer has given notification that the payment is overdue; or
- (d) any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

16.2 The Customer may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier:

- (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 Customer reasonably believes that to be the case;
- (c) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- (d) becomes subject to a moratorium under Part A1 of 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 seven days of that procedure being commenced;
- (k) has a freezing order made against it;
- (l) is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title those items;

- (m) is subject to any events or circumstances analogous to those in clauses 16.2 (a) to 16.2 (l) in any jurisdiction.
- 16.3 The Customer may terminate the Contract any time by giving not less than 4 weeks notice in writing to the Supplier if the Supplier undergoes a change of Control.
- 16.4 The right of the Customer to terminate the Contract pursuant to clause 16.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 16.5 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under this clause 16, it shall immediately notify the Customer in writing.
- 16.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Customer at any time up to the date of termination.

17. Notices

- 17.1 Any notice given by a party under these Conditions shall:
 - (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 relevant party at the address set out in the Contract
- 17.2 Notices may be given, and are deemed received:
 - (a) by hand: on receipt of a signature at the time of delivery;
 - (b) by post: at 9.00 am on the second Business Day after posting;
 - (c) by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission.
- 17.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 17.1 and shall 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, five Business Days after the notice is deemed to be received.
- 17.4 This clause 17 does not apply to notices given in legal proceedings or arbitration.
- 17.5 A notice given under these Conditions is not validly served if sent by email.

18. Cumulative remedies

The rights and remedies provided in the Contract for the Customer only are cumulative and not exclusive of any rights and remedies provided by law.

19. Time

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Supplier's obligations only.

20. Further assurance

The Supplier shall at the request of the Customer, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

21. Entire agreement

- 21.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 21.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 21.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

22. Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

23. Assignment

- 23.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Customer's prior written consent.

24. Set off

- 24.1 The Customer shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract.
- 24.2 The Supplier shall pay all sums that it owes to the Customer under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25. No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee 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. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26. Equitable relief

The Supplier recognises that any breach or threatened breach of the Contract may cause the Customer irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Customer, the Supplier acknowledges and agrees that the Customer is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

27. Severance

- 27.1 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 shall not be affected.
- 27.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28. Waiver

- 28.1 No failure, delay or omission by the Customer in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 28.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Customer shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Customer.
- 28.3 A waiver of any term, provision, condition or breach of the Contract by the Customer shall only be effective if given in writing and signed by the Customer, and then only in the instance and for the purpose for which it is given.

29. Compliance with law

The Supplier shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

30. Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

31. Costs and expenses

The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

32. Third party rights

32.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

33. Governing law

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

34. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).