

Terms and conditions of Supply

The customer's attention is drawn in particular to the provisions of clause 15.

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 18.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 16.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Services: means the services to be provided by the Supplier to the Customer

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Supplier: Beagle Technology Group Limited (registered in England and Wales with company number 00968265).

1.2 Construction. In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

2. **Basis of contract**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, these conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 Orders placed by Customer leading to a contract which are not expressed to be subject to these conditions shall still be subject to them.
- 2.4 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.6 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.7 A quotation for the Goods and/or Services given by the Supplier is not binding or capable of acceptance and shall not constitute an offer.

3. **Samples**

- 3.1 The production of any samples or test work for the Customer shall, unless otherwise agreed in writing, be carried out at the Customer's expense

3.2 The Customer shall have no claim in respect of nor any right to reject any Goods provided the Goods in question are of the same description, specification, quality and fitness for purpose as the sample provided.

4. **Goods**

4.1 The Goods are described in the Supplier's quotation as modified by any applicable Specification unless otherwise agreed in writing between the parties

4.2 Any details or specifications of Goods provided in brochures or price lists produced by the Supplier are intended as a guide only. The Customer agrees that it has not relied upon such details or specifications unless it has sought and obtained written confirmation from the Supplier of their accuracy.

4.3 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier arising out of or in connection with the Supplier's use of the Specification. This clause 4.3 shall survive termination of the Contract.

4.4 The Supplier reserves the right to amend the description of the Goods and/or Services as set out in the quotation or any Specification if required by any applicable statutory or regulatory requirements.

5. **Services**

5.1 The Customer will allow and/or procure sufficient access to the Supplier's employees, sub-contractors and/or agents to allow them to carry out the Services

5.2 The Customer will allow and/or procure sufficient unloading space, facilities, equipment and access to power supplies to allow the Services to be carried out

5.3 The Customer will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence

5.4 Use of office space, fixed telephone, toilet, canteen and medical facilities will be provided free of charge to the Supplier

6. **Delivery**

6.1 The Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

6.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

6.3 Delivery of the Goods shall be completed:

- (a) on the Goods' arrival at the Delivery Location.
- (b) should clause 6.8 apply, on expiration of the period of time for collection as set out in that clause

6.4 The Customer shall be responsible at its own cost for all arrangements to unload the Goods when delivered to the Customer. Delivery will be made between 7.30am and 5.30 pm on a Business Day

6.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.6 The Customer shall have no right to reject the Goods and shall have no right to rescind for late delivery unless the due date for delivery has passed and the Customer has served on the Supplier a written notice requiring the

Contract to be performed and giving the Supplier not less than 14 days in which to do so and the notice has not been complied with

- 6.7 Provided that the notice provisions in clause 6.6 have been complied with, if the Supplier fails to deliver the Goods, the Supplier's liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods and/or Services of similar description and quality in the cheapest market available, less the price of the Goods and/or Services. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.8 Where the parties agree that the Customer will collect the Goods from the Supplier's premises then the Customer shall collect the Goods within 3 working days of being notified that the Goods are ready for collection. If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract then the Supplier shall be entitled to:
- (a) withhold delivery of Goods and to treat this Contract as repudiated by the Customer and shall have the right to rescind the Contract;
 - (b) resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods; or
 - (c) despatch the Goods to the Customer at the Customer's expense and risk and/or store the Goods at the Customer's expense and risk until despatch or collection
- 6.9 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 6.10 The Supplier will at its option either refund the price of or replace free of charge any Goods missing from a delivery provided that the missing items are notified to the Supplier within 5 Business Days of delivery
- 6.11 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract.

Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

- 6.12 The Supplier shall not be required to fulfil orders for Goods in the sequence in which they are placed.
- 6.13 The Supplier will use all reasonable endeavours to comply with requests by the Customer for postponement of delivery of Goods provided that the Customer's request is reasonable in all of the circumstances but the Supplier shall be under no obligation to postpone delivery
- 6.14 Where delivery of the Goods is postponed at the Customer's request then the Customer shall pay all costs and expenses of the Supplier incurred as a result of the postponement including charges for storage, transportation and insurance.
- 6.15 In the event of postponement, the Customer shall be obliged to pay for the Products in accordance with clause 10 as if delivery and/or performance had not been postponed

7. **Loan of Goods**

- 7.1 The Supplier may at its discretion loan Goods to the Customer while Services are being performed.
- 7.2 The Customer accepts and agrees that title to any and all Goods on loan remains with the Supplier.
- 7.3 Risk in the loaned goods will pass to the Customer at the time they are delivered to the Customer in accordance with clause 6.3
- 7.4 The Customer agrees not to part with control or possession of the loaned goods except when it returns them to the Supplier and will keep the loan goods insured for their full replacement value for the whole time that risk remains with the Customer.
- 7.5 The Customer agrees to return the loaned goods to the Supplier immediately upon completion of the Services.

8. **Quality**

- 8.1 In this clause 8, **warranty period** means for a period of 12 months from:

- (a) the date of delivery in respect of Goods; or
- (b) the date of completion of performance in respect of Services; or
- (c) the date of issue on the CCA Form One; or
- (d) in respect of repairs and overhauls the date of issue of the Certificate of Conformance

8.2 The Supplier warrants that on delivery, and during the warranty period the Goods shall:

- (a) conform in all material respects with their description; and
- (b) be free from material defects in design, material and workmanship; and

8.3 Subject to clause 8.4, if:

- (a) the Customer gives notice in writing to the Supplier during the warranty period within 14 days of the defect becoming apparent or suspected or within 14 days of when it reasonably should have become apparent to or suspected by the Customer, that some or all of the Goods do not comply with the warranty set out in clause 8.1;
- (b) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, and
- (c) the Supplier is given a reasonable opportunity of examining such Goods and finds them to be defective

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price paid by the Customer at the time of purchase for the defective Goods in full.

8.4 The Supplier may at its sole discretion repair or replace, or refund the price in full of any Goods which are alleged to be defective and which are not notified to the Supplier within the time limit specified in clause 8.3(a) if in the opinion of the Supplier the defect would not have been ascertainable on inspection and has been notified to the Supplier as soon as reasonably practicable.

8.5 The Supplier's warranty as given at clause 8.1 shall not apply where the Customer has not paid in full for the relevant Goods on the due date for payment.

8.6 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 8.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 8.3;

- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, misuse, improper maintenance or abnormal storage or working conditions; or
- (f) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.7 Except as provided in this clause 8, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 8.1.

8.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.9 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

9. **Title and risk**

9.1 The risk in the Goods shall pass to the Customer on completion of delivery as defined in clause 6.3

9.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

9.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) store the Goods separately from all other goods held by the Customer and be adequately marked so that they remain readily identifiable as the Supplier's property;

- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.2; and
- (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

9.4 The Customer shall procure that the Supplier's interest in the Goods is noted on the insurance policy required under clause 9.3(d) and shall account to the Supplier for any monies received under such insurance policy. Any monies received by the Supplier from the Customer in accordance with this clause 9.4 shall not discharge the Customer's liability to pay the price for the goods plus interest accrued in accordance with clause 10.11 but shall be set off against any such liability

9.5 In respect of items received by the Supplier from the Customer for repair, risk in them shall pass to the Customer once they have been unloaded at the Supplier's premises

9.6 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

10. **Price and payment**

10.1 The price of the Goods 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 as at the date of delivery.

10.2 The Supplier may, by giving notice to the Customer at any time up to 30 Business Days before delivery, increase the price of the Goods and/or

Services to reflect any increase in the cost of the Goods and/or Services that is due to:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

10.3 The Customer may cancel without liability any Contract in relation to which price is to be increased provided that notice of cancellation is received by the Supplier before the price increase becomes effective and before the Supplier has started manufacture of any ordered Goods.

10.4 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

10.5 The price of the Goods and/or Services is exclusive of amounts in respect of value added tax (**VAT**). 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 Good and/or Services s.

10.6 The Supplier may invoice the Customer for the Goods and/or Services on or at any time after the completion of delivery.

10.7 The Supplier shall be entitled to invoice each delivery of Goods separately.

10.8 If any Services are cancelled or this Contract is terminated or delivery and/or performance is suspended before completion of the Services then the Supplier shall be entitled to be paid by the Customer on a quantum meruit basis for that part of the Services performed. The Supplier may invoice the Customer accordingly and such monies shall be immediately due for payment

10.9 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

10.10 Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the whole amount outstanding

- 10.11 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**due date**), then the Customer shall pay interest on the overdue amount at the maximum rate permitted by the late payment of commercial debts legislation in force on such date together with all reasonable costs that the Supplier incurs in collecting the debt. The Customer shall pay the interest together with the overdue amount.
- 10.12 Any monies received by the Supplier from the Customer may be applied by the Supplier against any additional administrative costs and/or interest charged prior to application against any principal sums due from the Customer
- 10.13 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

11. **Default**

- 11.1 The provisions of this clause 11 will apply where:
- (a) the Customer does not make payment in accordance with clause 10.8 or 10.9
 - (b) the Customer breaches any of the terms of this Contract and if the breach is capable of remedy has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied
 - (c) the Customer persistently breaches one or more terms of this Contract
 - (d) the Customer pledges or charges any Goods which remain the property of the Supplier
 - (e) any of the circumstances set out in clause 13 arise
- 11.2 In the event that any of the circumstances in clause 11.1 arise, then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out below:
- (a) withhold or suspend future or current deliveries of Goods and/or performance of Services
 - (b) enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods and/or

loaned goods owned by the Supplier may be and repossess any such Goods and/or loaned goods and dispose of or sell any Goods found which are owned by the Supplier so as to discharge any sums due to the Supplier under this Contract or any other agreement with the Supplier

- (c) the Customer automatically is no longer entitled to re-sell, use or part with the possession of any Goods owned by the Supplier and/or loaned goods until the Customer has paid in full all sums due to the Supplier under this Contract or any other agreement with the Customer unless the Supplier gives its express written agreement to such use and/or disposal of the Goods
- (d) the Supplier may sell any components and/or other goods received from the Customer so as to discharge any sums due to the Supplier under this Contract or any other agreement with the Customer
- (e) the Supplier may withhold delivery of any undelivered Goods and stop any Goods in transit
- (f) the Supplier may withhold the performance of any Services and cease any Services in progress
- (g) the Supplier may cancel, terminate and/or suspend without Liability to the Customer any contract with the Customer; and/or
- (h) take a lien over all property or goods belonging to the Customer which may be in the Supplier's possession in respect of all sums due from the Customer to the Supplier

11.3 Should this clause 11 apply all monies owed by the Customer to the Supplier shall forthwith become due and payable

12. **Credit Limit**

12.1 The Supplier may set a credit limit for the Customer. Changes in the Customer's credit limit may be made from time to time and will be notified to the Customer

12.2 The Supplier may refuse to accept orders for Goods and/or Services or may suspend or withhold delivery of Goods and/or performance of Services if the Customer has exceeded its credit limit or if the completion of a Contract for such Goods and/or Services would result in the Customer exceeding its credit limit

13. **Customer's insolvency or incapacity**

13.1 If the Customer becomes subject to any of the events listed in clause 13.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without

limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer and/or Services performed shall become immediately due.

13.2 For the purposes of clause 13.1, the relevant events are:

- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Customer 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 its assets and such attachment or process is not discharged within 14 days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(a) to clause 13.2(h) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

13.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. **Repairs and Replacement**

14.1 Any work carried out by the Supplier which is not carried out under clause 8.3 will be charged to the Customer at a rate to be agreed in writing in advance

15. **Limitation of liability**

15.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

15.2 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

15.3 Subject to clause 15.2:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with any product or service ("Contract Element") forming part of Goods or Services to be delivered pursuant to any individual Contract entered into between the parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Contract Element to be delivered under such individual Contract, or, if such Contract Element is not individually priced within the Contract, 100% of the market value of such Contract Element.

16. Intellectual Property Rights and Confidentiality

- 16.1 The Customer shall not make any modification to the Goods, their packaging nor alter, remove or otherwise tamper with any trade marks used on or in relation to the Goods
- 16.2 All intellectual property generated by the Supplier, and any resulting rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) skill and/or know-how and other similar rights, whether existing now and/or in the future, wherever existing in the world together with the right to apply for protection of the same) in the Goods, their packaging and/or arising from the Services shall be owned by the Supplier absolutely
- 16.3 The Customer agrees that, at the Supplier's cost, it will do all acts and/or things and execute all documents and/or deeds which are necessary or desirable to give effect to clause 16.2 above and/or to assist the Supplier in the application, registration, renewal and/or protection of such intellectual property rights
- 16.4 The Supplier shall be free to utilise for the benefit of its other customers any skill and/or know-how that it may develop or acquire in the performance of the Services
- 16.5 Each party agrees with the other that it will keep all confidential business information regarding the other party confidential and not disclose or use such information which may be disclosed to it except where such information is

public knowledge as a result of lawful disclosure, or it is required to be disclosed by law

17. Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

18. General

18.1 Assignment and subcontracting.

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

18.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the

courier's delivery receipt is signed; or, if sent by by fax or e-mail, one Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3 Severance.

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.4 Waiver. 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 a party 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.

18.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

18.6 Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

18.7 Governing law and jurisdiction. 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 exclusive jurisdiction of the courts of England and Wales.