



M-CNC Limited

Terms and Conditions for Sale

Warning - Printed copies of this document are uncontrolled – if in doubt ask

The Customer's attention is drawn in particular to the provisions of clause 12.

1. Interpretation

1.1 Definitions:

Acknowledgement Confirmation: has the meaning given in clause 2.4.

Bribery Laws: means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.

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 20.

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.

Customer Equipment: all equipment, tooling, jigs, parts or models, provided by the Customer to the Supplier in connection with the manufacture of the Goods, but not including any Supplier Equipment.

Delivery: completion of the delivery of the Goods specified in an Order in accordance with clause 6.

Delivery Date: the date specified by the Supplier for delivery of the Goods in an acceptance of an Order in accordance with clause 2.4.

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 including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.

Note: When M-CNC send an order acknowledgement these terms and conditions apply.		Date	22/06/2022
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Goods: the goods (or any part of them) set out in the Order, including where specified in the Order the jigs and tooling acquired or created for the exclusive purpose of fulfilling the Order.

Intellectual Property Rights: means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in Confidential Information, rights to sue for passing off, domain names and all 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;

Lead Time: is the approximate number of Business Days, stated in the Quotation, as the period of time required for delivery of the Goods commencing on the date of acceptance of an Order by the Supplier.

Location: means the address for delivery of the Goods as set out in the Order.

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

MSA Offence: has the meaning given in clause 14.1.1;

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's other written agreement to the Supplier's quotation or Acknowledgement Confirmation as the case may be.

Order Number: the reference number to be applied to an Order by the Supplier in accordance with clause 2.6.

Specification: the specification for the Goods and their packaging set out or referred to in the Order, including any related drawings, measurements, tolerances and description.

Supplier: M-CNC Limited (registered in England and Wales with company number 08408661).

Supplier Equipment: all equipment, tooling, parts, jigs or models used in connection with the manufacture of the Goods except for the Customer Equipment.

Supplier Intellectual Property Rights: all Intellectual Property Rights developed by the Supplier in connection with the manufacture of the Goods, including any manufacturing processes developed by the Supplier.

1.2 Interpretation:

1.2.1 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.

- 1.2.2 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.
- 1.2.3 a reference to **writing** or **written** includes emails but not faxes.
- 1.2.4 a reference to a **person** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 unless the context otherwise requires, words in the singular shall include the plural and vice versa.

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.
- 2.2 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue. Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.
- 2.3 Following receipt of a quotation, a Customer may submit an Order confirming that they wish to purchase Goods in accordance with the quotation and these Conditions. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and the Specification submitted by the Customer are complete and accurate.
- 2.4 Except where provided in clause 2.4, the Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order detailing an Order Number, at which point the Contract shall come into existence. Where the Supplier is unable to accept an Order for any reason (including without limitation change in price of the Goods or inability to deliver in accordance with quoted delivery Lead Times) the Supplier shall issue to the Customer an acknowledgment of their Order (**Acknowledgement Confirmation**). The Acknowledgement Confirmation shall:
 - 2.4.1 constitute a rejection by the Supplier of the Customer's Order; and
 - 2.4.2 where new terms are proposed by the Supplier, shall constitute an offer to sell Goods to the Customer in accordance with these Conditions and the quotation as varied by the Acknowledgement Confirmation. The Acknowledgement Confirmation shall be an offer capable of acceptance by the Customer but shall lapse if not accepted within 2 Business Days of its date of issue.
- 2.5 Each Order shall:
 - 2.5.1 be given in writing; and
 - 2.5.2 specify the type and quantity of Goods ordered and the Goods' part numbers;
- 2.6 The Supplier shall assign an Order Number to each Order it accepts and notify those Order Numbers to the Customer together with a Delivery Date by which the Goods specified in an Order will be ready for Delivery. The Delivery Date specified by the Supplier shall be based on the Lead Time given by

the Supplier to the Customer as part of the quotation or as specified in the Acknowledgement Confirmation as the case may be. The Supplier and the Customer shall use the relevant Order Number in all subsequent correspondence relating to the Order.

2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.8 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue. Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.

3. Specification and equipment

3.1 The Specification shall include such detail of the Goods to enable the Supplier to manufacture the Goods as the Supplier may request, including:

3.1.1 all materials required in the manufacture of the Goods;

3.1.2 the packaging required for the Goods;

3.1.3 any quality control processes required in connection with the manufacture and/or testing of any Goods; and

3.1.4 any specific manufacturing processes required to be adopted in relation to the manufacture and/or finishing of the Goods.

3.2 The Customer shall be responsible for ensuring that Specification complies with the Customer's requirements for the Goods.

3.3 As soon as reasonably practicable following acceptance of the Order, the Customer shall provide all Customer Equipment, information and knowhow required by the Supplier to manufacture the Goods in accordance with the Specification. The Supplier shall not be liable for any delay in delivery arising from any delay in the Customer complying with this obligation.

3.4 Unless otherwise stated in the Specification, all Supplier Equipment, is and shall remain the property of the Supplier. In the event that title to any Supplier Equipment is agreed to transfer to the Customer, such transfer shall only occur when the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to such Supplier Equipment shall pass at the time of payment of all such sums, and the Supplier shall at that time, make the relevant Supplier Equipment available to the Customer for collection.

3.5 The Customer Equipment is and shall remain the property of the Customer.

4. Quality, manufacture and testing

4.1 The Supplier warrants that on delivery the Goods shall conform in all material respects with the Specification.

4.2 The Supplier shall on the Customer's written request provide the Customer with evidence of the Supplier's quality control processes carried out in respect of the Goods.

4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 in any of the following events:

- 4.3.1 the Customer makes any further use of such Goods after giving notice to the Supplier in accordance with clause 7.1;
 - 4.3.2 the defect arises because the Customer failed to follow the Supplier's 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;
 - 4.3.3 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - 4.3.4 the Customer alters or repairs or seeks to alter or repair such Goods without the written consent of the Supplier;
 - 4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 4.3.6 in respect of any defect in the Goods arising from improper installation, modification, operation or careless handling.
- 4.4 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.
- 4.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5. Intellectual Property

- 5.1 The Customer grants a non-exclusive licence to the Supplier to use the Customer's Intellectual Property Rights in connection with the Supplier's performance of its obligations and exercise of its rights under the Contract only.
- 5.2 The Supplier's Intellectual Property Rights are and shall remain the property of the Supplier.
- 5.3 The Customer shall indemnify and hold harmless 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 reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights or other rights of a third party arising out of or in connection with the manufacture of the Goods. This clause 5.3 shall survive termination of the Contract.

6. Delivery

- 6.1 An Order shall specify whether the Goods are to be:
- 6.1.1 delivered by the Supplier, or by a carrier appointed by the Supplier, to the Location on the date(s) specified in the Order; or
 - 6.1.2 made available for collection by the Customer at the Supplier's, or carrier's, premises set out in the Order (as the case may be). The Customer shall collect the Goods within the period specified in the Order.
- 6.2 The Goods shall be deemed delivered:
- 6.2.1 if delivered by the Supplier under clause 6.1.1, on arrival of the Goods at the Location;

- 6.2.2 if delivered by a carrier under clause 6.1.1, on delivery of the Goods by the Supplier to the carrier; or
- 6.2.3 if collected by the Customer under clause 6.1.2, when the Supplier makes the Goods available for collection at the Supplier's, or carrier's, premises (as the case may be).
- 6.3 The Customer shall not be entitled to reject any delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied provided the volumes are within the tolerances (if any) set out in the Order, or if no tolerances are set out in the Order the acceptable tolerance shall be +/-5%.
- 6.4 The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.5 Delivery of the Goods shall be accompanied by a delivery note stating:
- 6.5.1 the date of the Order;
- 6.5.2 the product numbers, type and quantity of the Goods in the consignment; and
- 6.5.3 any special handling instructions.
- 6.6 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavours to meet Delivery Date(s) but such dates are approximate only.
- 6.7 Unless the parties agree otherwise, packaging material is to be promptly returned to the Supplier at the Customer's expense.
- 6.8 The Supplier shall not be liable for any delay in or failure of delivery caused by:
- 6.8.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location as required for delivery or (iii) provide the Supplier with adequate instructions for delivery or otherwise relating to the Goods;
- 6.8.2 the Customer's failure to collect the Goods from the Supplier's premises; or
- 6.8.3 Force Majeure.
- 6.9 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so.
- 6.10 If 15 Business Days following the last day of the period for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods. The Supplier shall:
- 6.10.1 deduct all storage charges incurred by the Supplier's and reasonable costs of resale; and
- 6.10.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the price paid by the Customer for the Goods.
- 7. Acceptance and defective products**
- 7.1 If any Goods delivered to the Customer do not comply with clause 4.1, the Customer may notify the Supplier in writing of such defects (**Defect Notice**) and such notice:

- 7.1.1 in the case of a defect that is apparent on normal visual inspection, must be given within 10 Business Days of Delivery; or
 - 7.1.2 in the case of a latent defect must be given within a reasonable time of the latent defect having become apparent.
- 7.2 A Defect Notice shall specify:
- 7.2.1 the part number and quantity of the Goods which do not comply with the warranty contained in clause 4.1 (**Defective Goods**); and
 - 7.2.2 details of the relevant defects giving rise to a breach of the warranty contained in clause 4.1.
- 7.3 On receipt of a Defect Notice, the Customer shall make the Defective Goods available to the Supplier and the Supplier shall, at its expense, arrange collection and conduct such assessment(s) of the Defective Goods as are necessary to assess the defects identified in the Defect Notice.
- 7.4 If, in its investigation of the Defective Goods pursuant to clause 7.3, the Supplier identifies any incidences of non-compliance with the warranty at clause 4.1, excluding any non-compliance arising as a result of one of the circumstances listed at clause 4.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full, or with the agreement of the Customer agree a reduction of the price of the Goods.
- 7.5 If, in its investigation of the Defective Goods pursuant to clause 7.3, the Supplier does not identify any incidences of non-compliance with the warranty at clause 4.1, or if such non-compliance is as a result of any of the incidences listed at clause 4.3:
- 7.5.1 The Supplier shall be entitled to invoice the Customer for the costs incurred by the Supplier in collecting the Goods and conducting such assessment(s) of the Goods as were necessary to assess whether the Goods were defective, and the Customer shall pay the invoice in full and in cleared funds by no later than 30 days after the date of the invoice and the provisions of clause 9 of these Conditions shall otherwise apply to such payment.
 - 7.5.2 the Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier within three Business Days of the Supplier notifying the Customer, and for the purposes of clause 9.4, Delivery of the Defective Goods shall be deemed to have been completed at 9:00 am on the third Business Day after the day on which the Supplier notified the Customer in accordance with this clause 7.5.
- 7.6 If requested by the Customer, the Supplier shall, supply a copy of the documentation relating to the inspection and testing of the Defective Goods.
- 8. Title and risk**
- 8.1 The risk in the Goods shall pass to the Customer on Delivery.
- 8.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 8.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

8.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 8.4.

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

8.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

8.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

8.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1; and

8.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

8.4 Subject to clause 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

8.4.1 it does so as principal and not as the Supplier's agent; and

8.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

8.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy the Supplier may have:

8.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

8.5.2 the Supplier may at any time:

(a) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(b) 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.

9. Price and payment

9.1 The price of the Goods shall be the price set out in the Order.

9.2 The Supplier may, by giving notice to the Customer at any time before Delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

9.2.1 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

9.2.2 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

9.3 The price of the Goods:

9.3.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

9.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

9.4 The Supplier may invoice the Customer for the Goods on or at any time after Delivery.

9.5 Except where alternative payment terms are detailed in the Order, or where the provisions of clause 9.6 apply, the Customer shall pay the invoice in full and in cleared funds by no later than 30 days after the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.

9.6 The Customer shall not be required to pay any amounts due in relation to any Defective Goods until 30 days after either:

9.6.1 the date the Defective Goods are repaired or replaced in accordance with clause 7.4; or

9.6.2 the date the Supplier provides a notification to the Customer in accordance with clause 7.5,

when the Customer shall pay such invoice in full and cleared funds.

9.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). 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.

10. Credit limit

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

11. Termination

11.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

11.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 20 days of that party being notified in writing to do so;

- 11.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 11.1.3 the Customer fails to pay any amount due under the Contract on the due date for payments;
 - 11.1.4 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - 11.1.5 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; or
 - 11.1.6 The Customer or any member of the Customer's personnel acts in a manner that the Supplier reasonably believes is aggressive, threatening or otherwise unacceptable to the Supplier or any member of the Supplier's personnel.
- 11.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 11.1.1 to clause 11.1.6, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 11.3 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- 11.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 11.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 12. Limitation of liability**
- 12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 12.1.2 fraud or fraudulent misrepresentation;
 - 12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 12.1.4 defective products under the Consumer Protection Act 1987; or
 - 12.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 12.2 Subject to clause 12.1:

- 12.2.1 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for
- (a) any loss of profit, business, revenue, goodwill or anticipated savings, loss of data, loss of use, loss of production, loss of contract or opportunity, in each case whether direct or indirect; or
 - (b) any indirect or consequential loss arising under or in connection with the Contract; and
- 12.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

13. Anti-bribery

- 13.1 For the purposes of this clause 13 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 13.2 The Customer 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:
- 13.2.1 all of the Customer's personnel;
 - 13.2.2 all others associated with the Customer; and
 - 13.2.3 all of the Customer's subcontractors;
- involved in performing the Contract so comply.
- 13.3 Without limitation to clause 13.2, the Customer shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage or allow any such bribe or improper payment or advantage 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 improper payments or advantages are not made or received directly or indirectly on its behalf.
- 13.4 The Customer shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 13.

14. Anti-slavery

- 14.1 The Customer undertakes, warrants and represents that:
- 14.1.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

- (c) is aware 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;

14.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

14.1.3 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under clause 14.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

15. Indemnity and insurance

15.1 The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses which the Supplier may suffer or incur directly or indirectly from the Customer's breach of any of its obligations under the Contract.

15.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply (so far as is reasonable) evidence of the maintenance of the insurance and all of its terms from time to time applicable.

16. Force majeure

16.2 Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 12 weeks, the party not affected may terminate the Contract by written notice to the other party.

17. Assignment and other dealings

17.2 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

17.3 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

18. Confidentiality

18.1 The provisions of this clause 18 shall continue to apply after termination of the Contract.

18.2 Each party to the Contract (the **Receiving Party**) undertakes:

18.2.1 to maintain as secret and confidential all intellectual property, know-how and other technical or commercial information obtained directly or indirectly from the other Party (the **Disclosing Party**) in the course of or in anticipation of the Contract and to respect the Disclosing Party's rights in relation to or in connection to the intellectual property, know-how and other technical or commercial information;

18.2.2 to use the same exclusively for the purposes of the Contract; and

18.2.3 to disclose the same only to those of its employees, contractors and sub-licensees pursuant to the Contract (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Contract.

18.3 The provisions of clause 18.2 shall not apply to intellectual property, know-how and other information which the Receiving Party can demonstrate by reasonable written evidence:

18.3.1 was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or

18.3.2 is subsequently disclosed to the Receiving Party, without any obligations of confidence, by a third party who has not derived it directly or indirectly from the Disclosing Party; or

18.3.3 is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, affiliates or sub-licensees; or

18.3.4 is required to be disclosed by the Receiving Party to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority, provided that the Receiving Party shall:

(a) inform the Disclosing Party as soon as is reasonably practicable, and

(b) at the Disclosing Party's request seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency or authority's procedures; or

18.4 The Receiving Party shall procure that all of its employees, contractors and sub-licensees pursuant to this Agreement (if any) who have access to any of the Disclosing Party's information to which clause 18.2 applies shall be made aware of and subject to these obligations and shall have entered into written undertakings of confidentiality at least as restrictive as clauses 18.2 and 18.3 and which apply to the Disclosing Party's information.

19. Entire agreement

19.1 This Contract, and the documents referred to in it, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. Variation

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. Waiver

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 prevent or restrict the further

exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

23. Notices

23.1 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 or other next working day delivery service, commercial courier, or email.

23.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 23.1; if sent by pre-paid first class post or other next working day delivery service, 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 email, one Business Day after transmission.

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

24. Third party rights

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

25. Governing law

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

26. Jurisdiction

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