

Terms and Conditions

PURCHASE

1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions:

Applicable Laws	any and all laws, legislation, statutes, regulations, bye-laws, decisions, notices, orders, rules (including any rules or decisions of court), local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation and voluntary codes.
Bribe	means (i) any payment, gift, benefit or advantage of any kind, which is offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (ii) anything that would amount to an offence of bribery or corruption under Applicable Law; and Bribes, Bribed, Bribery, Bribing and other variants of Bribe shall be construed accordingly.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Buyer	means the Dellner Glass company that purchases the Goods, Deliverables and/or Services.
Charges	the charges for the Goods and/or Services to be paid by the Buyer as set out in the Order.
Contract	means each contract for the sale and purchase of Goods and the supply of Services on these Conditions.
Commencement Date	the date as set out in the Order.
Confidential Information	in relation to the Seller or the Buyer, all information and trade secrets relating to its business or customers which come into the possession of each other pursuant to the Contract, whether orally, or in documentary, electronic or other form.
Data Processing Addendum	the data processing terms attached to the Contract or, if no such terms are attached, the data processing addendum provided by the Buyer (as controller) to the Seller (as processor) from time to time.
Data Processing Details	the description of the Personal Data processing activities contemplated by the Contract as set out in the Data Processing Addendum.

Data Protection Law	all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the EU GDPR and the UK GDPR.
Delivery	completion of delivery of an Order in accordance with Condition 8.2.
Delivery Location	the location specified for delivery of an Order as set out in the Order.
Delivery Date	the date specified for delivery of an Order as set out in the Order.
Deliverables	all documents, products and materials developed by the Seller or its agents, subcontractors, consultants and employees in relation to the Services in any form including computer programs, data, reports and specifications (including drafts) to be delivered by the Seller as part of the Services.
Developed IPR	any Intellectual Property Rights created or developed by the Seller in the course of producing any bespoke Goods or Deliverables developed by the Seller specifically for the Buyer and in accordance with designs or specifications provided by the Buyer.
Force Majeure Event	any circumstance beyond a party's reasonable control including acts of God, flood, earthquake, windstorm or other natural disaster; epidemic or pandemic; war, threat of or preparation for war, riot, civil commotion, terrorist activities, fire, explosion, collapse of building structure; or any prohibition or restriction of any government or other legal authority which materially affects a party's ability to perform its obligations under the Contract and which is not in force at the date of the Contract.
Good Industry Practice	the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a highly skilled and experienced person supplying goods and/or performing services of the same (or materially similar) nature to the Goods and/or Services in compliance with all Applicable Laws and the terms of the Contract.
Goods	the goods (including any instalment, component, part of or raw materials used in such goods) described in an Order.
Goods Specification	any specification for Goods including any related plans and drawings as set out or referenced in the Order or otherwise agreed in writing by the Buyer and Seller.
Insolvency Event	each and any of the following: (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Seller (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator,

	nominee, supervisor or similar officer in respect of the Seller or any of the Seller's assets; (iii) the enforcement of any security over any of the Seller's assets; or (iv) the expropriation, attachment, sequestration, distress or execution over or affecting any of your material assets; (b) the Seller is unable to pay its debts as they fall due or are insolvent; or (c) the Seller enters into a composition or arrangement (whether under deed or otherwise) with its creditors or any class of them; (d) the Seller ceases or threatens to cease to carry on business.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.
Milestones	any agreed date by which a Deliverable and/or aspect of the Services shall be completed as set out in the Order, as part of the Services.
Order	means the Buyer's order for Goods and/or Services.
Personal Data	the personal data that is processed by Seller on behalf of the Buyer in accordance with the Contract, as further described in the Data Processing Details.
Seller	means the seller identified in the Order.
Services	means the services (if any), including without limitation any Deliverables to be provided by the Seller under the Contract as described in an Order.
Term	the term of the Contract as stated on the Order.

1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. References to **include, includes, including** and **included** shall be construed without limitation to the generality of the preceding words.

1.4. A reference to **indemnify** means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after tax basis.

1.5. References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and

regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.

1.6. Condition headings are inserted only for convenience and are in no way to be construed as part of these Conditions.

1.7. Unless the context otherwise requires, the terms **controller, processor, processing/process, personal data** and **data subject** shall be interpreted and construed by reference to Data Protection Law.

1.8. In the event of any conflict or inconsistency between these Conditions and the Order these Conditions shall prevail.

2. BASIS OF PURCHASE

2.1. The Order constitutes an offer by the Buyer to buy the Goods and/or the Services subject to these Conditions. Any offer and/or acceptance of an Order by the Seller shall be deemed to constitute an agreement to comply with these Conditions

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

2.2.1. the Seller issuing a written acceptance of the Order;

2.2.2. the Seller doing any act consistent with fulfilling the Order;

at which point the Contract shall come into existence.

2.3. These Conditions shall apply to each Contract to the exclusion of any other terms and conditions and any terms and conditions of any order acknowledgment, invoice or other instrument whatsoever issued by the Seller in connection with the Goods and/or the Services shall not be binding on the Buyer and shall not apply to the Contract.

2.4. No variation to an Order or these Conditions shall be binding unless agreed in writing by the Buyer's authorised representative.

3. SPECIFICATIONS FOR GOODS & EQUIPMENT

3.1. The quantity, quality and description of the Goods shall be as specified in the Order and the Seller shall supply the Goods in accordance with the Order.

3.2. The Seller shall assign an order number to the Order and notify such order number to the Buyer. Each party shall use the relevant order number in all subsequent correspondence relating to the Order.

3.3. The Intellectual Property Rights in any specification produced or supplied by the Buyer shall be the Buyer's exclusive property.

3.4. Goods made to the Buyer's specification shall not be manufactured for or supplied to any other party.

3.5. The Buyer shall be entitled to inspect and test the Goods during manufacture, processing or storage prior to despatch, and notwithstanding such inspection or testing the Seller shall remain fully responsible for the Goods and the inspection or testing shall not reduce or otherwise affect the Seller's obligations set out in the Contract and the Buyer shall have the right to conduct further inspections and tests after the Seller has carried out its remedial actions.

3.6. If following such inspection or testing the Buyer considers that the Goods do not conform or are

unlikely to be as warranted under Condition 12.1, or otherwise are not in compliance with the Contract, the Buyer shall inform the Seller and the Seller shall immediately take such remedial action as is necessary to ensure that the Goods are or will be as warranted under Condition 12.1.

3.7. The Goods shall be marked in accordance with the Buyer's instructions (if any) and any Applicable Laws and requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition.

3.8. All equipment paid for or provided by the Buyer shall be and remain the Buyer's property and must be returned to the Buyer in good condition upon request and shall not be copied or used for any purpose other than completion of the Order.

4. SERVICES

4.1. The Seller shall from the Commencement Date and for the duration of the Term provide the Services (if applicable) to the Buyer in accordance with the Contract.

4.2. In providing the Services the Seller shall:

4.2.1. co-operate with the Buyer in all matters relating to the Services and comply with all instructions of the Buyer; and

4.2.2. ensure that it and any of its personnel will not do anything to adversely affect the name, brand, trading image, reputation or business of the Buyer

4.3. Except as otherwise expressly provided in the Contract, the Seller shall be responsible at its sole cost and expense, for procuring, obtaining and making available, all such facilities, resources, personnel, information and materials necessary and/or appropriate to effectively and properly provide the Services.

4.4. Without prejudice to the rights and remedies of the Buyer, the Seller shall notify the Buyer if it becomes aware of anything which may have a material adverse effect on the ability of the Seller to comply with the terms of the Contract including but not limited to the performance of the Services.

5. PRICE

5.1. The Charges for the Goods and/or the Services shall be as stated in the Order and, unless otherwise so stated, are exclusive of VAT payable in the United Kingdom but are inclusive of: (i) all other sales taxes, value added taxes, goods and services taxes, business transfer taxes, withholding taxes or any other taxes, tariffs or duties now or in the future levied or imposed by any government authority in respect of the provision of the Goods and/or Services;

and (ii) all other charges including the costs of packaging, shipping, insurance, carriage and delivery of the Goods.

5.2. The Charges for the Services shall be fully inclusive of any expenses incurred by the Seller in connection with the Services and the cost of any materials or services used by the Seller for the supply of the Goods and/or Services. No other fees, costs or expenses in addition to the Charges shall be payable except with the prior written approval of the Buyer.

5.3. Where the Goods are to be exported by the Seller to the Buyer payment shall be made in pounds sterling (GBP) or such other currency as is set out in the Order or otherwise agreed in writing between the parties, provided that to be applicable any such agreement must expressly state that it overrides the terms of this Condition 5.3.

5.4. No increase in the Charges may be made for any reason without the Buyer's prior written consent.

6. INFORMATION

6.1 The Seller shall provide to the Buyer such information about the Goods and any components, parts or raw materials used in manufacturing the Goods as the Buyer considers necessary including information relating to possible risks to health and safety and environment.

7. PAYMENT

7.1. The Buyer shall pay the Charges as set out in the Order.

7.2. The Seller shall assign an order number to the Order and notify the order number to the Buyer. Each party shall use the relevant order number in all subsequent correspondence relating to that Order.

7.3. The Buyer shall along with the Charges pay to the Seller any applicable VAT payable in the United Kingdom on the relevant Goods and/or Services subject to receipt of a valid VAT invoice from the Seller.

7.4. The Seller shall provide all such evidence as the Buyer may reasonably request in order to verify invoices submitted by the Seller. In addition, the Seller shall, on request allow the Buyer to inspect and take copies of (or extracts from) all relevant records and materials of the Seller relating to the supply of the Goods as may be reasonably required in order to verify such matters.

7.5. In respect of Goods, the Seller shall invoice the Buyer at any time after Delivery of all Goods has been completed, unless the Order specifies that Goods may be delivered and invoiced in instalments, in accordance with Condition 8.6. In respect of

Services, the Seller shall invoice the Buyer upon completion of all Services referenced in the Order, unless an alternative invoicing schedule is set out in the Order. Each invoice shall quote the relevant order number.

7.6. Unless otherwise agreed by the Buyer, the Buyer shall pay all undisputed Charges for the Goods and the Services, by the last day of the month following the month in which the relevant invoice has been delivered in accordance with Condition 7.5 or, if later, after acceptance of the Goods or Services in question.

7.7. Time of payment shall not be of the essence.

7.8. The Buyer may without limiting its other rights or remedies set off against any amount it owes to the Seller any sums owed to the Buyer by the Seller.

7.9. If the Buyer fails to make any undisputed payment due to the Seller under the Contract by the due date for payment, then the Buyer 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. This Condition shall not apply to payments which the Buyer disputes in good faith.

7.10. If the Buyer disputes any invoice or other statement of monies due, the Buyer shall promptly notify the Seller in writing, The parties shall negotiate to attempt to resolve the dispute promptly. The Seller shall provide all such evidence as the Buyer may reasonably request to verify the disputed invoice or request for payment. The Seller's obligations to supply the Goods and/or the Services shall not be affected by any payment dispute.

8. DELIVERY

8.1. The Seller shall deliver the Goods to the Delivery Location on the Delivery Date or such other date agreed in writing with the Buyer.

8.2. Delivery shall be deemed to be made on completion of unloading of the Goods at the Buyer's Delivery Location in the Buyer's normal business hours.

8.3. The parties acknowledge and agree that time of delivery of the Goods and of performance of the Services in accordance with the Milestones and any Delivery Date or any other agreed timetable is of the essence. .Notwithstanding this, if for any reason the Buyer requests delivery or performance to be delayed, the Seller shall agree to such request at no extra cost to the Buyer and the provisions of this Condition 8 shall apply to any such revised date for delivery or performance.

8.4. Subject to Condition 21 without prejudice to any other right or remedy it may have the Buyer may claim damages for any costs, expenses or losses resulting from the Seller's failure to deliver the Goods on the Delivery Date or perform the Services in accordance with the Milestones provided that the Seller shall have no liability for any failure or delay directly and solely caused by the Buyer's failure to comply with its obligations under these Conditions.

8.5. A delivery note quoting the Buyer's order number, the type and quantity of Goods included in the delivery and in the case of an Order being delivered in instalments, the outstanding balance of Goods remaining to be delivered must accompany each delivery.

8.6. Delivery or performance by instalments is not accepted by the Buyer unless previously agreed in writing. If Goods are to be delivered or Services are to be performed by instalments, the Contract will be treated as a single contract and not severable but the Goods may be invoiced and paid for separately.

8.7. If the Buyer fails to accept delivery of the Goods on the specified Delivery Date then, except where such failure or delay is caused by the Seller's failure to comply with its obligations under the Contract the Seller shall store the Goods until actual delivery takes place and may charge the Buyer for the reasonable costs and expenses of such storage.

8.8. If the Seller requires the Buyer to return any packaging materials to the Seller, the fact must be clearly stated on the delivery note accompanying the relevant delivery and any such returns shall be at the Seller's expense.

9. ACCEPTANCE

9.1. The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted them until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

10. RISK AND PROPERTY

10.1. Risk of damage to or loss of the Goods shall pass to the Buyer on Delivery. Unless stated otherwise in the Contract, transit and offloading of the Goods shall be at the Seller's risk.

10.2. Title in the Goods shall pass to the Buyer on Delivery, or if earlier, when payment for the Goods is made.

11. COMPLIANCE

11.1. The Seller shall comply with all Applicable Laws, regulatory requirements and safety standards concerning the manufacture, packaging, labelling, packing, storage, handling, sale and delivery of the Goods and the performance of the Services.

12. WARRANTIES

12.1. The Seller warrants to the Buyer that the Seller is fully qualified, financed and organised to perform the Contract and that the Goods shall:

12.1.1. be of satisfactory quality meeting the standard a reasonable person would regard as satisfactory, taking into account any description of the Goods, the price and other relevant circumstances ;

12.1.2. fit for any purpose held out by the Seller or made known to the Seller by the Buyer;

12.1.3. be free from defects in design, material and workmanship for a period of [12 months] from the Delivery Date; and

12.1.4. correspond with their description and any applicable Goods Specification or any sample provided by the Buyer to the Seller;

12.2. The Seller warrants to the Buyer that the Services:

12.2.1. will be performed by appropriately trained and qualified personnel, with due care and diligence; and

12.2.2. in accordance with Good Industry Practice and any specifications or standards set out or referenced in the Order.

13. CERTAIN RIGHTS AND REMEDIES ON DEFAULT

13.1. Each of the Buyer's rights or remedies is without prejudice to any other right or remedy.

13.2. If Goods are not delivered or Services are not performed on or by the due date then the Buyer shall be entitled to:

13.2.1. deduct from the Charges or (if the Buyer has paid the Charges) to claim from the Seller by way of liquidated damages for delay 1% of the Charges for every week's delay up to a maximum of 10%; and

13.2.2. cancel the Order (or any part) without liability and purchase substitute items or services elsewhere and recover from the Seller any loss or additional costs incurred.

13.3. The parties confirm that the liquidated damages set out in Condition 13.2 above are reasonable and proportionate to protect the Buyer's legitimate interest in performance.

13.4. If any Goods do not comply with Condition 12.1 or are not otherwise supplied or performed in

accordance with the Contract, then without limiting any other right or remedy that the Buyer may have the Buyer shall be entitled at its discretion:

13.4.1. to reject the Goods and require the Seller at the Seller's risk and expense to repair the Goods or to supply replacement Goods in accordance with the Contract within seven days;

13.4.2. to return the Goods to the Seller at the Seller's risk and expense on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;

13.4.3. to repair or replace the Goods and charge the Seller with the cost of this rectification or replacement; or

13.4.4. whether or not the Buyer has previously required the Seller to repair the Goods or to supply replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Charges already paid.

13.5. If any Services do not comply with Condition 12.2 or are not otherwise supplied or performed in accordance with the Contract, then without limiting any other right or remedy that the Buyer may have the Buyer shall be entitled at its discretion:

13.5.1. to require the Seller at the Seller's risk and expense to supply replacement Services in accordance with the Contract within seven days; or

13.5.2. whether or not the Buyer has previously required the Seller to supply replacement Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Charges already paid.

13.6. In each of the cases set out in Conditions 13.4.1 to 13.4.4 and in Condition 13.5, the Buyer may claim damages for any costs, expenses or losses resulting from the Seller's delivery of the Goods or Services that are not in conformity with the terms of the Contract.

13.7. Goods returned to the Seller for rectification shall be forwarded at the Seller's risk and expense.

13.8. The terms of the Contract shall apply to any repaired or replacement Goods or Services supplied by the Seller.

14. DATA PROTECTION

14.1. Each party shall:

14.1.1. process the Personal Data in accordance with its obligations under Data Protection Law;

14.1.2. provide the other (the **Requesting Party**) with such reasonable assistance as is requested by the Requesting Party to enable the Requesting Party to comply with its obligations under Data Protection Law; and

14.1.3. implement and maintain all adequate and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data and shall protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and detect and prevent unauthorised processing of, or unauthorised access to the Personal Data.

14.2. In addition to Condition 14.1 and to the extent that the Seller processes any Personal Data on behalf of the Buyer, for the purposes of Data Protection Law, the Seller is the processor and the Buyer is the controller and the provisions of the Data Processing Addendum shall apply.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. Subject to Conditions 3.3 and 15.2, all Intellectual Property Rights in or arising out of or in connection with the Goods, Deliverables and the Services shall be owned by the Seller.

15.2. All Developed IPR shall be owned by the Buyer. All Intellectual Property Rights in any bespoke Goods or Deliverables developed by the Seller specifically for the Buyer under the Contract other than the Developed IPR shall be owned by the Seller.

15.3. The Seller hereby grants or procures the grant to the Buyer of an unrestricted, non-exclusive, transferable, royalty-free, perpetual, irrevocable and worldwide licence (including the right to grant sub-licences) to any and all Intellectual Property Rights required for any reasonably foreseeable use and/or operation of the Goods or Deliverables by any person and/or the enjoyment of the Services by any person.

15.4. The Seller shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these Conditions.

16. INDEMNITY

16.1. The Seller shall indemnify the Buyer against all liabilities, losses (whether direct or indirect or consequential and including loss of profits, loss of reputation, interest, penalties and expenses (including legal expenses)), costs and damages awarded against or incurred by the Buyer as a result of or in connection with:

16.1.1. breach of any warranty relating to the Goods or the Services;

16.1.2. any claim that the Goods or use of the supply of the products of the Services infringe the Intellectual Property Rights of any person;

16.1.3 . any claim made against the Buyer in respect of any breach or alleged breach by the Buyer of any Applicable Laws arising from the Seller's acts or omissions or those of the Seller's employees, agents or subcontractors;

16.1.4. any act or omission of the Seller or the Seller's employees, agents or sub-contractors in supplying, delivering and installing the Goods and in performing the Services, including any death, personal injury or loss or damage to persons or property caused or contributed to by the negligence of the Seller, the Seller's employees, agents or subcontractors or by faulty design, workmanship or materials; and

16.1.5. any claim made against the Buyer arising out of or in connection with the supply of the Goods to the extent such claim arises out of the breach, or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors.

17. ANTI-BRIBERY, ANTI-CORRUPTION AND MODERN SLAVERY

17.1. In performing its obligations under the Contract the Seller shall comply with and not do anything to place the Buyer in breach of all applicable laws, regulations, codes and sanctions relating to bribery and corruption and anti-slavery and human trafficking.

17.2. The Seller represents and warrants that it has not Bribed in connection with obtaining the Contract.

17.3. The Seller warrants and undertakes that it shall not Bribe in connection with the Contract or its performance.

17.4. The Seller shall adopt, implement, maintain, enforce and update (as necessary) adequate policies designed to prevent Bribery from occurring. The Seller shall provide adequate and regular training to its employees, agents, directors and officers (Personnel) in order to ensure an understanding of the Seller's policy and procedures and their obligations arising from it on a continuing basis.

17.5. The Seller shall certify to the Buyer on an annual basis the Seller's compliance with Conditions, 17.2, 17.3 and 17.4.

17.6. The Seller shall notify the Buyer immediately in writing upon becoming aware of, or suspecting, any failure to comply with any provisions of this Condition 17.

17.7. If any of the Seller's Personnel Bribe in connection with the Contract, without prejudice to the Buyer's other rights or remedies under the Contract or under law, the Seller shall promptly upon request by the Buyer remove or procure the removal of the relevant person who has Bribed from all

involvement in connection with the performance of the Contract and take such other action as the Buyer reasonably requires for the purpose of remedying or preventing the future occurrence of such activity.

17.8. Breach of this Condition 17 shall be deemed a material breach under Condition 19.2.1.

18. SPARE PARTS

18.1. The Seller shall ensure that all spare and/or replacement parts, components and materials for the Goods shall be available from the Seller for 10 years from date of first use by the Buyer of the Goods in question, unless the Seller provides the Buyer with all drawings, plans, specifications and other technical data as the Buyer reasonably believe are necessary to enable the Buyer to manufacture such parts or the Goods.

19. TERMINATION

19.1. The Buyer shall be entitled to cancel Orders in respect of all or part only of the Goods and/or the Services by giving notice at any time prior to delivery or performance without incurring any liability to the Seller other than to pay for Goods and/or Services already delivered or performed at the time of such notice.

19.2. The Buyer shall be entitled to immediately terminate the Contract without liability to the Seller and reserving all rights by giving notice to the Seller at any time if:

19.2.1. the Seller is in material breach of any of its obligations and that breach cannot be remedied;

19.2.2. the Seller is in material breach of any of its obligations and that breach can be remedied but the Seller fails to do so within 30 days starting on the day after receipt of notice from the Buyer;

19.2.3. the Seller commits more than one breach of any of its obligations and the cumulative effect of such breaches is that the Buyer reasonably believes that the Seller will continue to deliver a substandard performance over the one month period immediately after receipt of notice from the Buyer;

19.2.4. an Insolvency Event occurs; or

19.2.5. the Buyer reasonably believes that any of the events mentioned above is about to occur and the Buyer notifies the Seller accordingly.

19.3. If Delivery is incomplete on the date of termination of the Contract then the Buyer may accept or reject the Goods or Services delivered or performed and cancel or vary the balance of the Order.

19.4. Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at

termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

19.5. 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.

20. CONFIDENTIALITY

20.1. Each party undertakes to the other in relation to the Confidential Information of the other:

20.1.1. to keep confidential all Confidential Information;

20.1.2. not to disclose Confidential Information without the other's prior written consent to any other person except those of its employees who have a need to know the Confidential Information;

20.1.3. not to use Confidential Information except for the purposes of performing its obligations under the Contract (and in particular not use Confidential Information to obtain a commercial, trading or any other advantage); and

20.1.4. to keep separate from all other information all Confidential Information in its possession or control.

20.2. The provisions of Condition 20.1 shall not apply to Confidential Information to the extent that it is or was:

20.2.1. already in the possession of the other free of any obligation of confidentiality on the date of its disclosure;

20.2.2. in the public domain other than as a result of a breach of this Condition 20;

20.2.3. required to be disclosed:

(a) pursuant to Applicable Law, or the rules of any exchange on which the securities of a party are or are to be listed; or

(b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice, but only to the extent and for the purpose of that disclosure.

20.3. Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of Condition 20 and accordingly a party will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of Condition 20.

20.4. On termination of the Contract for any reason each party shall cease to use the other party's Confidential Information.

21. LIMITATION ON LIABILITY

21.1. Nothing in the Contract shall operate so as to exclude or limit liability of either party to the other

21.1.1. for death or personal injury caused as a result of its negligence;

21.1.2. arising out of fraud or fraudulent misrepresentation;

21.1.3. for any liability that cannot be excluded or limited by law.

21.2. Subject to Condition 21.1 and (in the case of the Seller) Condition 21.4, neither party shall be liable to the other under the Contract in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect, special or consequential loss, including indirect loss of profits or business opportunity (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

21.3. Subject to Conditions 21.1 and 21.2 the total aggregate liability of the Buyer to the Seller under or in relation to the Contract including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence) and breach of statutory duty shall not exceed 100% of the Charges paid or payable under the Contract.

21.4. The limitations set out in Condition 21.2 shall not apply in respect of the Seller's liability under or in relation to Conditions 14 (Data Protection), 16 (Indemnity) or 20 (Confidentiality).

22. FORCE MAJEURE

22.1. No party shall be liable for any failure to perform or delay in performance of any of its obligations under the Contract caused by a Force Majeure Event provided always that such party could not have avoided the effect of the Force Majeure Event by taking precautions including contingency planning, which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken and did not.

22.2. The party claiming the Force Majeure Event shall promptly notify the other party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to bring that event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event.

22.3. If the party claiming the Force Majeure Event has complied with Condition 22.2, its performance under the Contract shall be suspended for the period that the Force Majeure Event continues and the party will have a reasonable extension of time for performance of its obligations taking all

circumstances into account. As regards the delay or stoppage arising from the Force Majeure Event any costs arising from such delay or stoppage shall be borne by the party incurring those costs.

22.4. If the Force Majeure Event continues for at least 14 days, the non-affected party may terminate the Contract on written notice.

23. GENERAL

23.1. Any notice to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid recorded delivery or by email. Delivery by courier shall be regarded as delivery by hand. Notices shall be sent to the registered office or principal place of business of the Seller or the Buyer (as applicable).

23.2. Notices shall be deemed to have been received if : (i) delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) sent by pre-paid recorded delivery 48 hours from the date of posting; or (iii) delivered by email, at the time of sending, provided that no automated notification informing the sender that the message has not been delivered has been received by the sender; provided that if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice is deemed to have been received at 9am on the next Business Day.

23.3. Orders are personal to the Seller and the Seller shall not transfer, assign, charge, dispose of or deal in any manner or purport to do the same with any of the Seller's rights or beneficial interests.

23.4. The Seller shall not sub-contract or deal in any other manner with all or any of the Seller's rights or obligations under the Contract, without the Buyer's prior written consent.

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

23.6. Any waiver by the Buyer of any breach is not a waiver of any subsequent breach.

23.7. Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract is not a waiver of any of the Buyer's rights.

23.8. If any provision of these Conditions is found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of these Conditions which shall continue in full force and effect.

23.9. The Seller shall at all times maintain adequate insurance cover with a reputable insurer against the Seller's liability under the Contract and produce the policy and latest premium receipt to the Buyer on demand.

23.10. The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

23.11. Nothing in the Contract is intended to or shall be deemed to create or imply the existence of a partnership or joint venture between the parties nor any arrangement which would impose liability on the Buyer for the acts or omissions of the Seller and vice versa. In particular, each party acknowledges that it shall not, at any time without the other party's prior written consent make or enter into any commitments on behalf of the other party.

23.12. The rights and remedies provided under the Contract are in addition to, and not exclusive of, any legal rights or remedies.

24. GOVERNING LAW AND JURISDICTION

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

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