

**1 Definitions and interpretation**

1.1 In these Conditions the following definitions apply:

**Applicable Regulation Bribery Laws** has the meaning given to it in clause 9.5; means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;

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

**Conditions Confidential Information** means these terms and conditions of sale; means any commercial, financial or technical information, information relating to the Goods and/or Services (as applicable), plans, know-how or trade secrets which has been identified as confidential or which a reasonable business person would regard as confidential;

**Contract** means the agreement between the Supplier and the Customer for the sale and purchase of the Goods and/or the provision of the Services (where applicable), incorporating these Conditions and the Purchase Order;

**Control** has the meaning given to it in section 1124 of the Corporation Tax Act 2010;

**Customer** means the person who purchases the Goods and/or Services from the Supplier and whose details are set out in the Purchase Order;

**Force Majeure** means an event or sequence of events beyond any party's reasonable control preventing or delaying it from performing its obligations under the Contract including but not limited to an act of God, fire, flood, lightning, earthquake or other natural disaster; global pandemics; 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 strikes or other industrial disputes 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;

**Goods** means the goods and other physical materials set out in the Purchase Order and to be supplied by the Supplier to the Customer;

**Intellectual Property Rights** means copyright, patents, know-how, trade secrets, trade marks, 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;

**Location** means the address(es) for delivery of the Goods and/or Services (as applicable) as set out in the Purchase Order;

**Purchase Order** means the Customer's written order request for the Goods and/or Services (as applicable) accepted by the Supplier in accordance with clause 2.5;

**Services** means the commissioning services and/or the cabling and containment/installation services (if any) to be supplied by Supplier as set out in the Purchase Order and supplied to the Customer;

**Supplier** means Mandik UK Limited, a limited company registered in England and Wales (registration number: 13081044) whose registered office address is at The Garden Suite 23 Westfield Park, Redland, Bristol, United Kingdom, BS6 6LT;

**VAT** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods and/or Services (as applicable).

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Purchase Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words

and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;

1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made under that legislation.

## 2 Application of these Conditions

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract.

2.3 No variation of these Conditions or to a Purchase Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each party.

2.4 Each order request by the Customer to the Supplier shall be an offer to purchase the Goods and/or Services (as applicable) subject to these Conditions.

2.5 The Supplier may accept or reject an order request at its discretion. An order shall not be accepted, and no binding obligation to supply any Goods and/or Services (as applicable) shall arise, until the Supplier's written acceptance or acknowledgement of the order (hereafter referred to as a "Purchase Order").

2.6 Rejection by the Supplier of the Customer's order request, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.7 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Goods and/or Services (as applicable) and are incapable of being accepted by the Customer.

2.8 No Purchase Order shall be amended, cancelled or deferred unless agreed in writing by the parties. Any agreement by the Supplier to amend, cancel or defer a Purchase Order shall only be made by a Director of the Supplier. Where the Supplier agrees (in its sole discretion) to amend, cancel or defer a Purchase Order, it shall be subject to the Customer agreeing to (i) any amended delivery or performance dates; (ii) any increased costs; and (iii) a processing fee of 2.5% of the Purchase Order Price(s).

2.9 Marketing and other promotional material relating to the Goods and/or Services (as applicable), including any descriptions, illustrations, specifications, figures as to performance, drawings, and particulars of weights and dimensions made by the Supplier or other materials available on the Supplier's website, are illustrative only and do not form part of the Contract.

## 3 Price and payment

3.1 The price for the Goods and/or Services (as applicable) shall be as set out in the Purchase Order ("Price(s)").

3.2 The Prices are exclusive of VAT and any excluded elements described in the Purchase Order, which may include packaging, delivery, insurance or other additional or optional services, which shall be charged and payable in addition in accordance with the Supplier's valid VAT invoice.

3.3 The Goods may be subject to import duties and taxes. The Customer will be responsible for payment of any such import duties and taxes.

3.4 Unless otherwise specified in the Purchase Order, the Supplier shall invoice the Customer for the Goods at any time after delivery (as the case may be) of the Goods. At the Supplier's discretion, the Supplier may invoice and require the Customer to pay the Prices (whole or in part) prior to delivery of the Goods. Unless otherwise specified in the Purchase Order, the Supplier shall invoice the Customer for the Services following completion of the performance of the Services or, in accordance with clause 4.10, following an aborted site visit.

3.5 The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice (unless otherwise specified in the Purchase Order) via the payment method nominated by the Supplier.

3.6 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date the Supplier may, without limiting its other rights:

3.6.1 suspend or delay the delivery of the Goods and/or performance of the Services until full payment is received of all due invoices; and

3.6.2 charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and such interest shall accrue on a daily basis from the due date for payment until actual payment in full, whether before or after judgment.

## 4 Delivery and Performance

4.1 The Purchase Order shall specify whether the Goods are to be delivered by the Supplier (or its appointed carrier) to the Location.

4.2 The Supplier shall use its reasonable endeavours to meet estimated dates and times for delivery of the Goods and performance of the Services, but any such dates are approximate only. The Customer further acknowledges that where the Goods are imported from outside the UK, there may be additional delays as a result. The Goods shall be deemed delivered by the Supplier on arrival of the Goods at the Location or, if otherwise agreed, on being made available for collection by the Customer. The Services shall be deemed delivered by the Supplier on completion of the performance of the Services at the Location.

4.3 The Supplier may deliver the Goods or perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

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- 4.4 Each delivery of the Goods shall be accompanied by a delivery note stating:
- 4.4.1 the date of the Purchase Order;
  - 4.4.2 the product numbers and type and quantity of Goods in the consignment; and
  - 4.4.3 any special instructions, handling and other requests.
- 4.5 The Customer shall be responsible for disposing of all packaging in an environmentally responsible manner.
- 4.6 The Customer shall provide all necessary assistance to the Supplier in unloading the Goods at Location and where the Customer fails to provide such assistance, the Customer shall reimburse the Supplier any expenses incurred by the Supplier as a result.
- 4.7 Unless expressly agreed in the Purchase Order that the Supplier shall provide cabling and containment/installation Services, the Customer shall be responsible for the installation of the Goods including all requisite cabling and wiring, which will be undertaken by the Customer or a qualified third party appointed by the Customer.
- 4.8 Unless the cabling and containment/installation Services have been performed by the Supplier, it is the responsibility of the Customer, and the Customer should satisfy itself, that such cabling and containment/installation has been carried out in accordance with the Supplier's and the manufacturer's documentation (including wiring diagrams and technical submittals) and instructions. In particular the Customer is responsible for the installation of correct cables, the correct termination of those cables (in accordance with relevant electrical regulations), and the clear and accurate identification (by suitable marking) of those cables to the Supplier.
- 4.9 Where the Customer's cabling and containment/installation contains errors or inadequacies, such errors and any effect thereof shall be corrected by the Customer (and/or its professional agents) at its own cost and the Supplier shall have no liability in respect of the same.
- 4.10 Where the Supplier is unable to perform the Services due to errors or inaccuracies in the Customer's (or its agent's) installation/wiring of the Goods or the Customer's failure to comply with the Supplier's instructions, the Customer shall still be charged the Prices payable for any aborted visit to perform such Services, as well as any rebooking of the Services for an alternative date. The Supplier shall not be liable for any on-site advice given by the Supplier in respect of the installation or wiring unless the provision of the cabling and containment/installation Services have been agreed in a Purchase Order.
- 4.11 The Supplier warrants that the Services shall be carried out with reasonable skill and care by a duly qualified professional. As the Customer's sole and exclusive remedy, the Supplier shall, at its option, remedy or re-perform the Services that do not comply with the foregoing warranty, provided that:
- 4.11.1 the Customer serves a written notice on the Supplier not later than five Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and
  - 4.11.2 such notice specifies that some or all of the Services do not comply with the warranty in clause 4.11 and identifies in sufficient detail the nature and extent of the defects; and
  - 4.11.3 the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.
- 4.12 The Supplier shall not be liable for any delay in or failure of performance caused by:
- 4.12.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with the Supplier's instructions or as required for the Goods (iii) provide the Supplier with adequate instructions for delivery and performance; (iv) import controls; (v) complete collection of the Goods from the nominated premises (where applicable); (vi) the Customer or its agents' failure to comply with the Supplier's reasonable instructions; or
  - 4.12.2 Force Majeure.
- 4.13 If the Customer fails for any reason whatsoever (including where there is a delay in delivery) to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all reasonable storage and insurance charges incurred by the Supplier in doing so.
- 4.14 In the event of any delay caused to delivery or performance, including in any of the circumstances referenced above, the Supplier shall be entitled to postpone the date(s) for delivery and/or performance and shall endeavour to keep the Customer informed of any such delays (except where caused by the Customer). If, in the Supplier's opinion, it is no longer possible or commercially practicable to supply the affected Goods and/or Services, it may cancel the Purchase Order (or part thereof) and shall refund any amounts paid by the Customer in respect of Goods and/or Services not provided.
- 4.15 If a delay in the delivery or performance of Goods and/or Services by the Supplier exceeds three (3) months (except where caused by an event in clause 4.10 or 4.12), the Customer may cancel the affected part(s) of the Purchase Order and shall be entitled to a refund of any amounts paid by the Customer in respect of the Goods and/or Services not provided. The Customer acknowledges and agrees that this shall constitute its sole and exclusive remedy for such delay and non-performance.
- 5 Risk and title**
- 5.1 Risk in the Goods shall pass to the Customer on delivery.
- 5.2 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 5.3.1 hold the Goods as bailee for the Supplier;
  - 5.3.2 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

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- 5.3.3 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price;
- 5.3.4 ensure that the Goods are clearly identifiable as belonging to the Supplier;
- 5.3.5 not remove or alter any mark on or packaging of the Goods;
- 5.3.6 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 13.1.4 to 13.1.12; and
- 5.3.7 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.
- 5.4 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 13.1, the Supplier may:
- 5.4.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and
- 5.4.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- 6 Warranty**
- 6.1 Provided that the Customer has paid the Prices in full, the Supplier shall provide the Customer with a standard warranty as updated from time to time and available on request.
- 6.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information required by the Supplier for correct product selection and recommendation. Notwithstanding the foregoing, the Supplier does not warrant or represent that the Goods shall be fit for any particular purpose communicated to the Supplier (orally or in writing) or that the Goods will meet the Customer's needs or requirements. Where the Supplier has issued a technical submittal or other documentation setting out its recommendations to assist the Customer's selection of the Goods to purchase, the such documentation shall be based on the information provided by the Customer and shall not be treated as being an exhaustive, thorough evaluation of the Customer's requirements.
- 6.3 The Customer shall be responsible for assessing whether the recommendations within the technical submittal and other documentation supplied by the Supplier meets its needs and the Supplier shall not be liable for any losses arising as a result.
- 6.4 The Customer shall be responsible for ensuring the Goods are suitable for the locations in which the Goods are to be installed.
- 6.5 The provisions of these Conditions shall apply to any Goods and/or Services (as applicable) that are corrected, repaired, remedied or re-performed.
- 6.6 The Supplier shall not be liable for any failure of the Goods comply with the warranty referred to in clause 6.1 or otherwise liable under this Contract:
- 6.6.1 where such failure arises by reason of wear and tear, wilful damage, negligence or misuse of the Goods;
- 6.6.2 for any reasonable non-conformity with any samples provided by the Supplier;
- 6.6.3 to the extent caused by the Customer's failure to comply with the Supplier's and the manufacturer's instructions in relation to the Goods, including any instructions on assembly, installation, operation, storage or maintenance;
- 6.6.4 as a result of the assembly, cabling and/or containment/installation being carried out incorrectly or by an unqualified person or without reasonable skill and care (except where the such cabling and/or containment/installation was carried out by the Supplier as part of the Services purchased by the Customer);
- 6.6.5 where the Customer modifies, alters or repairs any Goods (or part thereof) without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's or the manufacturer's instructions; or
- 6.6.6 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with the warranty in clause 6.1.
- 6.7 Except as set out in this clause 6, the Supplier:
- 6.7.1 gives no warranty and makes no representations in relation to the Goods and/or Services (as applicable); and
- 6.7.2 shall have no liability for its failure to comply with the warranty referred to in clause 6.1, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.
- 7 Anti-bribery**
- 7.1 For the purposes of this clause 7 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 7.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that: all of that party's personnel, subcontractors and all others associated with that party involved in performing the Contract so comply.
- 7.3 Without limitation to clause 7.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 8 Anti-slavery**
- 8.1 Each party undertakes and warrants that:
- 8.1.1 neither it nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**);
- (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 of 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; and

8.1.2 it shall comply with the Modern Slavery Act 2015.

**9 Limitation of liability**

9.1 Subject to the other provisions of this clause 9, the Supplier's aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the Prices paid or payable by the Customer to the Supplier under the applicable Purchase Order in which the claim arose.

9.2 Except in respect of the indemnity given in clause 9.6 and subject to clause 9.4, the Customer's aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to 200% of the Prices paid or payable by the Customer to the Supplier under the applicable Purchase Order in relation to which the claim arose.

9.3 Except in respect of the indemnity given in clause 9.6 and subject to clause 9.4, neither party shall be liable for consequential, indirect or special losses howsoever caused and shall not be liable (whether direct or indirect) for loss of profit, loss or corruption of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated) or harm to reputation or loss of goodwill.

9.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other losses which cannot be excluded or limited by applicable law.

9.5 The Customer acknowledges and agrees that it is the responsibility of the Customer or its own professional agents and advisors to ascertain whether the Goods are suitable for its purposes and comply with any relevant applicable law, bye-laws, regulations, guidance, specifications or other rules and regulations (including but not limited to building regulations and health and safety compliance) in force in the locality where the Goods are to be installed and used ("**Applicable Regulation**"). This includes where the Goods are used in combination with other parts and materials supplied by the Supplier or a third party. The Supplier shall not be responsible for the Customer's or any third party's compliance with Applicable Regulation, and as such the Supplier shall not be liable for any such failure to comply or non-conformance with Applicable Regulation.

9.6 The Customer shall indemnify and keep indemnified and hold the Supplier and its employees, officers, directors, licensees, assignees and agents harmless from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred as a result of or in connection with the Applicable Regulation, whether directly or indirectly.

**10 Intellectual property**

The Supplier is the owner or licensor of all Intellectual Property Rights in the performance of the Services and the development, manufacture and/or provision of the Goods. Nothing in these Conditions serves to transfer any such Intellectual Property Rights to the Customer.

**11 Confidentiality**

11.1 Each party shall keep confidential all Confidential Information of the other and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

- 11.1.1 any information which was in the public domain at the date of the Contract;
- 11.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 11.1.3 any information which is independently developed by the receiving party without using information supplied by the disclosing party; or
- 11.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

11.2 This clause shall remain in force for a period of five years from the termination or expiry of the Contract.

**12 Force Majeure**

12.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

- 12.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 12.1.2 uses reasonable endeavours to minimise the effects of that event.

**13 Termination**

13.1 Either party may terminate the Contract at any time with immediate effect by giving notice in writing to the other if:

- 13.1.1 the other commits a material breach of the Contract and such breach is not remediable;
- 13.1.2 the other commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
- 13.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 14 days after the Supplier has given notification that the payment is overdue;
- 13.1.4 the other stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- 13.1.5 the other is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986;

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- 13.1.6 the other becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 13.1.7 the other has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 13.1.8 the other has a resolution passed for its winding up;
- 13.1.9 the other has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 13.1.10 the other has a freezing order made against it;
- 13.1.11 the other is subject to any events or circumstances analogous to those in clauses 13.1.4 to 13.1.10 in any jurisdiction;
- 13.1.12 the other takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 13.1.4 to 13.1.11 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 13.2 Termination of the Contract by the Supplier for any reason in accordance with clause 13.1 shall mean that any payments or deposits made by the Customer shall be non-refundable.
- 13.3 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the parties at any time up to the date of termination.
- 14 Notices**
- 14.1 Any notice given by a party under these Conditions shall be in writing and in English, be signed by, or on behalf of, the party giving it (except for notices sent by email), and be sent to the relevant party at the address set out in the Contract.
- 14.2 Notices may be given, and are deemed received:
- 14.2.1 by hand: on receipt of a signature at the time of delivery;
- 14.2.2 by standard (first-class or equivalent) post: at 9.00 am on the second Business Day after posting;
- 14.2.3 by international (tracked, signed-for or equivalent) post: at 9.00 am on the fifth Business Day after posting; and
- 14.2.4 by email: on receipt of a delivery email from the correct address.
- 14.3 This clause 14 does not apply to notices given in legal proceedings or arbitration.
- 15 General**
- 15.1 **Entire Agreement.** The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 15.2 **No reliance.** Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 15.3 **Assignment.** The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent. The Supplier may assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Customer's prior written consent.
- 15.4 **Variation.** No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, both parties.
- 15.5 **No partnership or agency.** The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 16 Severance.** If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 16.1 **Waiver.** No failure, delay or omission by a party in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under the Contract by a party shall prevent any future exercise of it or the exercise of any other right, power or remedy by that party.
- 16.2 **Compliance with the law.** Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
- 16.3 **Conflict.** If there is a conflict between the terms contained in the Conditions and the terms of the Purchase Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

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

16.5 **Governing law and jurisdiction.** The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).