

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

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

Business Hours the period from 9.00 am to 5.00 pm on any Business Day.

Conditions these terms and conditions as amended from time to time in accordance with clause 19.8.

Contract the contract between Houghton and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly.

Data Protection Legislation all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Deliverables all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs,

pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date

the date specified in the Order, or, if none is specified, a day within 7 days of the date of the Order (and the Supplier shall notify Houghton in writing of the delivery date at least two days before that delivery date).

Delivery Location

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

Goods

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

Goods Specification

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

Houghton

Houghton International Electrical Services Limited, a company incorporated in England and Wales with company number 01846952 and whose registered address is at Ronnie Mitten Works, Shields Road, Newcastle upon Tyne, NE6 2YL, UK.

Houghton Materials

all materials, equipment and tools, drawings, specifications and data supplied by Houghton to the Supplier for the purpose of or in connection with the supply of the Goods and/or Services

Improvements

all improvements or other modifications to Goods or the specifications for Goods, in each case created, developed or made by the Supplier as part of the discussions between the parties leading up to the Contract or in producing the Goods or performing its obligations under the Contract in relation to Goods (and whether or not those improvements or modifications form part of the Goods Specification and/or are used in the Goods).

Intellectual Property Rights

patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies

Houghton business policies and codes, as appear on the Houghton website at the date of the Order and as updated from time to time subsequently.

Order

Houghton's order for the Goods or Services, as set out in Houghton's purchase order form or in Houghton's written acceptance of the Supplier's quotation, as the case may be.

Services

the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification

the description or specification for Services agreed in writing by Houghton and the Supplier.

Supplier

the person or firm from whom Houghton purchases the Goods and/or Services.

- 1.2 In addition, in these Conditions Interpretation:
- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to **writing** or **written** excludes fax but not email.

2. **BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by Houghton to purchase Goods or Services or Goods and Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
- 2.2.1 the Supplier issuing written acceptance of the Order; or
- 2.2.2 any act by the Supplier consistent with fulfilling the Order,
at which point and on which date the Contract shall come into existence.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. **SUPPLY OF GOODS**

- 3.1 The Supplier shall ensure that the Goods shall:
- 3.1.1 correspond with their description in Houghton's Order and any applicable Goods Specification;



- 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Houghton expressly or by implication, and in this respect Houghton relies on the Supplier's skill and judgement;
 - 3.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 Houghton may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing Houghton considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Houghton shall inform the Supplier and the Supplier shall immediately take such remedial action, at its own cost, as is necessary to ensure compliance.
- 3.5 Houghton may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- 4.1.3 it states clearly on the delivery note any requirement for Houghton to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the Delivery Date;
- 4.2.2 at the Delivery Location; and
- 4.2.3 during Business Hours or as instructed by Houghton.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier:
- 4.4.1 delivers less than 95% of the quantity of Goods ordered, Houghton may reject the Goods;
- or
- 4.4.2 delivers more than 105% of the quantity of Goods ordered, Houghton may at its sole discretion reject the Goods or the excess Goods,
- and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Houghton accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.5 The Supplier shall not deliver the Goods in instalments without Houghton's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Houghton to the remedies set out in clause 6.1.
- 4.6 Title and risk in the Goods shall pass to Houghton on completion of delivery.
5. **SUPPLY OF SERVICES**
- 5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Houghton in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Houghton notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:



- 5.3.1 co-operate with Houghton in all matters relating to the Services, and comply with all instructions of Houghton;
- 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- 5.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Houghton expressly or impliedly makes known to the Supplier;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Houghton, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of Houghton's premises;
- 5.3.9 not do or omit to do anything which may cause Houghton to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Houghton may rely or act on the Services; and
- 5.3.10 comply with any additional obligations as set out in the Service Specification.

6. HOUGHTON'S REMEDIES

- 6.1 If the Supplier fails to deliver the Goods by the applicable date or fails to perform the Services by the applicable date, Houghton shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
 - 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;



- 6.1.3 to recover from the Supplier any costs incurred by Houghton in obtaining substitute goods or services from a third party;
 - 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
 - 6.1.5 to claim damages for any additional costs, loss or expenses incurred by Houghton which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Houghton shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
 - 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.2.5 to recover from the Supplier any expenditure incurred by Houghton in obtaining substitute goods from a third party; and
 - 6.2.6 to claim damages for any additional costs, loss or expenses incurred by Houghton arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then, without limiting or affecting other rights or remedies available to it, Houghton shall have one or more of the following rights and remedies:
- 6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 6.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;
 - 6.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;



6.3.5 to recover from the Supplier any expenditure incurred by Houghton in obtaining substitute services or deliverables from a third party; and

6.3.6 to claim damages for any additional costs, loss or expenses incurred by Houghton arising from the Supplier's failure to comply with clause 5.3.4.

6.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

6.5 Houghton's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. HOUGHTON'S OBLIGATIONS

7.1 Houghton shall:

7.1.1 provide the Supplier with reasonable access at reasonable times to Houghton's premises for the purpose of providing the Services; and

7.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8. CHARGES AND PAYMENT

8.1 The price for the Goods:

8.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence; and

8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Houghton.

8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Houghton, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of the Goods, the Supplier shall invoice Houghton on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Houghton on completion of the Services. Each invoice shall include such supporting information required by Houghton to verify the accuracy of the invoice, including the relevant purchase order number.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, Houghton shall pay the invoiced amounts by the last day of the calendar month following the calendar month in which the



date of receipt by Houghton of a correctly rendered invoice falls. Unless otherwise agreed in writing by the parties, payment shall be made in pounds sterling to a UK bank account nominated in writing by the Supplier.

- 8.5 All amounts payable by Houghton under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Houghton, Houghton shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.
- 8.7 Houghton may at any time, without notice to the Supplier, set off any liability of the Supplier to Houghton against any liability of Houghton to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Houghton may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Houghton of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. **INTELLECTUAL PROPERTY RIGHTS**

9.1 Save for the Intellectual Property Rights assigned to Houghton under clause 9.2, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Houghton Materials) shall be owned by the Supplier.

9.2 The Supplier:

9.2.1 assigns to Houghton, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables and Improvements;

9.2.2 shall obtain waivers of all moral rights in the Deliverables and Improvements to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the

Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction;
and

9.2.3 shall, promptly at Houghton's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Houghton may from time to time require for the purpose of securing for Houghton all right, title and interest in and to the Intellectual Property Rights assigned to Houghton in accordance with this clause 9.2.

9.3 Houghton grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and use any Houghton Materials provided by Houghton to the Supplier for the term of the Contract for the purpose of providing the Services or Goods (as required) to Houghton.

9.4 The Supplier acknowledges that all rights in Houghton Materials are and shall remain the exclusive property of Houghton.

9.5 The Supplier shall hold all Houghton Materials in safe custody at its own risk, maintain Houghton Materials in good condition until returned to Houghton, and not dispose of or use Houghton Materials other than in accordance with the Contract and/or Houghton's written instructions or authorisation.

9.6 The Supplier shall immediately provide Houghton with full written details of all Improvements and in relation to Improvements developed after the date of the Contract or after the date the Goods Specification is agreed, incorporate such Improvements into the Goods Specification if required by Houghton.

10. **INDEMNITY**

10.1 The Supplier shall indemnify Houghton 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Houghton arising out of or in connection with:

10.1.1 any claim made against Houghton for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Houghton Materials);



10.1.2 any claim made against Houghton by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

10.1.3 any claim made against Houghton by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

10.2 This clause 10 shall survive termination of the Contract.

11. **INSURANCE**

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Houghton's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. **CONFIDENTIALITY**

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. **COMPLIANCE**

13.1 In performing its obligations under the Contract, the Supplier shall:

13.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force;
and

13.1.2 comply with the Mandatory Policies.

14. DATA PROTECTION

The parties agree to comply with all applicable requirements of the Data Protection Legislation and/or all applicable requirements under any similar or equivalent data protection and privacy legislation set out in the data protection regimes in their respective jurisdictions where applicable (and where there is any restricted transfer of personal data to or from a party, the parties shall ensure there are in place before any such transfer appropriate safeguards as required by the Data Protection Legislation).

15. TERMINATION

15.1 Without affecting any other right or remedy available to it, Houghton may terminate the Contract:

15.1.1 with immediate effect by giving written notice to the Supplier if:

15.1.1.1 there is a change of Control of the Supplier; or

15.1.1.2 the Supplier commits a breach of clause 13.1.

15.1.2 for convenience by giving the Supplier 1 months' written notice.

15.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

15.2.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

15.2.2 the other party 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), obtaining a moratorium, 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

15.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

15.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

16. CONSEQUENCES OF TERMINATION

16.1 On termination of the Contract, the Supplier shall immediately deliver to Houghton all Deliverables whether or not then complete, and return all Houghton Materials and any copies thereof. If the Supplier fails to do so, then Houghton may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

17. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (**Force Majeure**). Where a delay or failure in the performance by a party (**Affected Party**) of its obligations as a result of Force Majeure continues for more than [6] weeks, the other party may at any time after that [6] week period terminate the Contract with immediate effect by giving written notice of termination to the Affected Party.

18. NOTICES

18.1.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

18.1.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

18.1.1.2 sent by email to:

18.1.1.2.1 the email address for the Supplier set out in the Supplier's quotation; and



18.1.1.2.2 the email address for Houghton set out in the Order.

18.1.2 Any notice shall be deemed to have been received:

18.1.2.1 if delivered by hand, at the time the notice is left at the proper address;

18.1.2.2 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; or

18.1.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. In this clause 18.3.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

18.1.3 This clause 18.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. **GENERAL**

19.1 Houghton may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

19.2 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Houghton. If Houghton consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

19.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 19.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.4 Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.



- 19.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 19.6 The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 19.7 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.8 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 19.9 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.
- 19.10 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 the Contract or its subject matter or formation.