

CONDITIONS FOR THE SUPPLY OF GOODS AND ASSOCIATED SERVICES BY AUTOMOTIVE PRECISION
ENGINEERING LTD

- 1.1. In these conditions 'the Company' means AUTOMOTIVE PRECISION ENGINEERING LTD and 'the Customer' means the individual, firm, company or other party with who the Company contracts. 'Supply' includes (but is not limited to) and supply under a contract of sale. 'International supply contract' means such a contract as is described in section 26 (3) of the Unfair Terms Act 1977.
- 1.2. No order in pursuance of any quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company. Any contract made between the Company and the Customer (Herein called 'the Contract') shall be subject to these conditions and save as after mentioned so representative or agents of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such term representation or contract will bind the Company only if in writing and signed by a director.
- 1.3. Unless otherwise agreed in writing by the Company these conditions shall override any terms and conditions stipulated or referred to by the Customer in their order or pre-contract negotiations.
- 1.4. Any description contained in the Company samples, price lists or advertising material is intended merely to present a general picture of the Company's products and services and shall not form a representation or be part of the Contract.
- 1.5. In the event that the Company has not given a written acknowledgement of the Customer's order these conditions, provided the Customer shall have had prior notice of them, shall nonetheless apply to the Contract.
- 1.6. The Company reserves the right to correct any clerical or typographical errors made by its employees at any time.

- 2.1 Unless otherwise agreed by the Company in writing the goods will be supplied within standard tolerances details of which are available from the Company on request.
- 2.2 The Company shall be entitled to deliver the quantity ordered +10% or – 5% and the total Contract price shall be adjusted accordingly.

- 3.1 Subject to any agreement to the contrary the Company's quotations are provisional and may be altered to take account of any changes taking place between the date of quotation and the Company's acceptance of the Customer's order in the price of raw materials, rates of wages and other costs of production or in the Customer's specification, instructions or design or in the event that the Customer orders only part of the quantity referred to in the quotation.
- 3.2 The Company shall be entitled to increase its prices at any time to take into account any increase to the cost of the Company purchasing goods or materials or manufacturing working on or supplying any goods (including any such increase arising from any error or inadequacy in any specification, instructions or design provided by the Customer or any modification carried out by the Company at the request of the Customer) and such increased prices ruling at the date of despatch by the Company shall be substituted for the previous Contract price. All process quoted are exclusive of VAT and the Customer shall pay any and all taxes, duties and other government charges payable in respect of the goods.

- 4.1 Unless otherwise agreed in writing by the Company, the Company shall deliver the goods by the means most convenient to the Company to the address or the addresses specified by the Customer or in the event that the Customer fails to specify an address to any address that the Customer resides or carries on business.
- 4.2 If the contract is an international supply contract it shall be deemed to incorporate the latest edition of Incoterms current at the date of the Contract save that in the event of any inconsistency between Incoterms and any express terms of the Contract the latter shall prevail. The Company

- shall be under no obligation to give the notice specified in section 32(3) of the Sale of Goods Act 1979.
- 4.3 Save in the case of international supply contracts and subject to any agreement in writing by the Company, the risk in goods which the Company agrees to supply shall pass to the Customer on despatch or the date (if earlier) on which, the goods being ready for delivery, delivery is postponed at the Customer's request.
- 4.4 The Company shall not be liable to any loss of or damage sustained by any goods left with the Company howsoever caused and whether or not attributable to negligence on the part of the Company or negligence or wilful defaults on the part of any servant or agent of the Company.
- 4.5 Should the Company be delayed in or prevented from making delivery of the goods due to war, government or parliamentary restrictions, strike-outs, fire, floods, explosions, labour disturbances, trade disputes, damage to or destruction of the goods, breakdown of machinery, shortages of labour or a raw material or Act of God or due to any other cause whatsoever beyond the reasonable control of the Company, the Company shall be at liberty to cancel or suspend the order placed by the Customer without incurring any liability for any loss or damage arising therefrom.
- 4.6 While the Company will endeavour to deliver the goods by any date or within any period agreed upon, such dates and periods are estimates only given on good faith and the Company will not be liable for any failure to deliver by such a date or within such a period. Moreover, the Company shall be entitled to defer delivery until any monies due from the Customer have been received.
5. Unless otherwise specified in writing by the Company, payment for the goods or any instalment thereof shall be made by the Customer is to be cleared funds in the Company's bank account not later than the last date of the month following the month during which the goods are despatched. Time for payment shall be the essence of the Contract. Without prejudice to any other rights of the Company, interest will be payable on all overdue accounts at statutory rate of 8% plus the bank of England base rate and for the purpose of paragraphs 6 and 8 hereof the full purchase price of the goods shall include and interest payable hereunder.
- 6.1 If the Customer shall fail to make any payment when it becomes due or shall enter into any composition or any arrangement with their creditors or if being a partnership shall have a winding up order made against it or if being an incorporated company shall have an administrator receiver appointed or shall pass a resolution for winding up or a Court shall make an order to that effect or if there shall be any breach by the Customer of any of the terms and conditions hereof, the Company may defer or cancel any further deliveries and treat the Contract as determined but without prejudice to its rights to the full purchase price of the goods delivered and damages for any loss suffered in consequence of such determination.
- 6.2 Cancellation by the Customer shall only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company at the date of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing.
- 6.3 A charge will be made for any costs incurred by the Company due to suspension or deferment of any order by the Customer or in the event that the Customer defaults in collecting, or giving instructions for the delivery, of any goods.
- 6.4 This contract is divisible. Each invoice for work performed shall be payable in full within 30 days of invoice date without reference to and notwithstanding any defect or default in the work performed or to be performed subsequently.

- 7.1 No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless the Customer shall have given notice to the Company of such damage, shortage or loss with reasonable particulars thereof within 3 days of receipt of the goods or (in the case of total loss) of receipt of the invoice or other notification of despatch. Unless the Company and the Customer shall agree that an allowance shall be made in respect of the price of the goods, the Company's liability, if any, shall be limited to replacing such goods and it shall be a condition precedent to any such liability that the Customer shall if so requested have returned damaged goods to the Company within 14 days of such request. The Customer shall not be entitled to make any claim against the Company for consequential loss arising out of such damage, shortage or loss as aforesaid.
- 7.2 Save as otherwise provided in these terms and conditions the Company's liability in respect of any defect in or failure of goods supplied is limited to replacing goods which are found to be defective by reason of faulty or incorrect workmanship or materials. In the event of any error in weight, dimension or other description or information which has formed a representation or is part of a contract or in the event that there is a term of the Contract that the goods should be suitable for any purpose which has been made to the Company prior to the making of the Contract and the goods are not suitable for that purpose the Company's liability in respect of any direct loss or damage sustained by the Customer as a result of such error or unsuitability shall not exceed the price of the goods in respect of which the description or information is incorrect or which are not suitable as aforesaid. Conditions precedent to the Company's liability hereunder shall be that as soon as reasonably practical and in any event within 3 months of delivery to the Customer, the Customer
- i) shall have given to the Company reasonable notice of the defect, failure or unsuitability or the product
 - ii) shall have either returned the goods to the Company or provided authority for the Company's servants or agents to inspect them, as the Company may request
- The Company shall have no other or further liability in respect of any or consequential loss or damage sustained by the Customer arising from or in connection with such defect failure error or unsuitability as aforesaid.
- 7.3 Where the Company agrees to replace the goods in accordance with the foregoing provisions of this paragraph any time specified for delivery under the Contract shall be extended for such periods as the Company may reasonably require.
- 7.4 Save for such terms as may be implied in the Contract by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, all conditions, warranties and other terms express or implied, statutory or otherwise are expressly excluded, save insofar as contained herein or as otherwise expressly agreed in writing PROVIDED that if and insofar as any legislation or any order made thereunder shall make or have made it unlawful to exclude or purport to exclude from the Contract any term or shall be made unenforceable any attempt to exclude any such term, the foregoing provisions of this paragraph will not apply to any such item
8. The following provisions shall apply to all goods which under the Contract the Company agrees to supply to the Customer. No failure by the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish the Company's rights under this paragraph.
- i) Upon the delivery of the goods the Customer shall hold the goods solely as bailee for the Company and the goods shall remain the property of the Company until such a time as the full purchase price due under all contracts between the Company and the Customer have been paid in full. Until such time the Company shall be entitled to recover the goods or any part thereof and for the purpose of exercising such rights, the Company, its employees and agents with appropriate transport may enter upon the Customer's premises and any other location where the goods are situated

8. ii) before payment in full is made the Customer shall be entitled to use the goods in the normal course of its business but on the condition that the property in the goods shall vest in the Company and the Customer shall notify any sub-buyer of the fact that the Customer is not in a position to pass title to the goods until such a time as the conditions herein contained may have been satisfied by payment
 - iii) before payment in full is made the Customer shall have power to resell the goods as provided in sub-clause (ii) hereof (as principal towards the sub-buyer but as agent and fiduciary between the Customer and the Company) the proceeds of sale thereby arising belonging accordingly to the Company
 8. iv) The Customer shall maintain all appropriate insurance in respect of the goods from the date or dates on which the risk therein passes to them. In the event of any loss or damage occurring while the goods remain the property of the Company the Customer shall, immediately on receipt of the insurance monies, remit to the Company the full purchase price of the goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company.
 8. v) The licences granted under sub paragraphs (ii) and (iii) above shall be terminable forthwith at any time upon notice by the Company to the Customer.
9. Save as herein before provided and subject to the provisions of section 2 (1) of the Unfair Contract terms Act 1977 the Company shall not be liable to the Customer for any damage or for any direct or consequential loss incurred by the Customer in consequence of any negligence on the part of the Company or negligence or wilful default on the part of its servants or agents in or in connection with supply of any goods or the choice or manufacture thereof or in the carrying out of any work or the provisions of any information.
10. Nothing in these conditions shall exclude or restrict any liability that the Company may have by the virtue of the Consumer Protection Act 1987.
11. The proper law of all contracts with the Company shall be in English law which shall govern in all respects the constrictions and effects of such contracts of these conditions. The Customer agrees that in the event of any dispute arising out of the Contract or the performance thereof they will submit to the jurisdictions of the English Courts.

CONDITIONS OF PURCHASE FOR GOODS

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

1. DEFINITIONS

1.1 In these Conditions:

"Contract" means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;

"**Delivery Date**" means the date on which the Goods are to be delivered to the Purchaser, as specified in the Purchase Order

"**Goods**" means any such goods supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order;

"**Price**" means the price of the Goods as specified in the Purchase Order;

"**Purchaser**" means the Company, Automotive Precision Engineering Ltd

"**Purchase Order**" means the document setting out the Purchaser's requirements for the Contract;

"**Supplier**" means the person, firm or company who is the supplier of the Goods named in the Purchase Order.

1.2 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

2. **VARIATION**

2.1 These Conditions may only be varied with the written agreement of the Purchaser.

2.2 The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Purchase Order and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the parties and evidenced in writing.

2.3 The Contract shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the Supplier (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.

3. **GOODS**

3.1 The Supplier warrants and represents to the Purchaser that the Goods shall:

3.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations;

3.1.2 conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;

3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and

3.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Purchase Order.

4. **PRICE & PAYMENT**

- 4.1 The Supplier shall not increase the Price unless it is validly accepted by the Purchaser and agreed in writing before the execution of the Purchase Order.
- 4.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies.
- 4.3 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order. The Purchaser undertakes to pay correctly submitted invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase Order or of the consignment (as appropriate).
- 4.4 A valid invoice is one that is:
- delivered in timing in accordance with the contract;
 - that is for the correct sum;
 - in respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
 - which quote the relevant purchase order / contract reference (where used)
 - which has been delivered to the nominated address .
- 4.5 The Purchaser specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier.
- 4.6 The Purchaser shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price for Goods supplied in excess of those required by the Purchase Order.
- 4.7 No payment of or on account of the Price shall constitute any admission by the Purchaser as to proper performance by the Supplier of its obligations under the Contract.
- 4.8 Payment terms of 60 days after delivery of products or completion of the service, once all relevant quality documentation of evidence of service has been submitted and accepted by the Purchaser, payments are managed strictly from the due date on the order or on successful completion of the contract. Early delivery does not qualify for early payment unless the due date on the contract has been altered to reflect the new agreed date and this is confirmed on an updated order.

5. DELIVERY

- 5.1 The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever or howsoever arising and the Supplier shall indemnify and keep indemnified the Purchaser and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown may suffer or incur as a result of or in connection with any damage or injury (including death) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.
- 5.2 Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's Head of Security or other authorised representative.
- 5.3 The time of delivery shall be of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Goods and/or to cancel all or part of the Goods under the Purchase Order, in either case without prejudice to its other rights and remedies.

- 5.4 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle the Purchaser to purchase substitute Goods and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.
- 5.5 Failure by the Purchaser to exercise its options under Conditions 5.3 and/or 5.4 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.
- 5.6 If Goods are delivered before the Delivery Date, the Purchaser shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.
- 5.7 Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Goods, and in the case of the Goods supplied from outside the UK, the Supplier shall ensure that accurate information is provided to the Purchaser as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.
- 5.8 The Purchaser reserves the right to delay the delivery of the goods subject to prior agreement with the Supplier and the new delivery date will replace the original Delivery Date.

6. OWNERSHIP AND RISK

Ownership and risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 below) shall pass to the Purchaser on delivery.

7. DAMAGE IN TRANSIT

- 7.1 On despatch of any consignment of the Goods, the Supplier shall send to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.
- 7.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:

7.2.1 in the case of damage to such Goods in transit the Purchaser shall within thirty (30) days of delivery give notice to the Supplier that the Goods have been damaged; and

7.2.2 in the case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the despatch of the Goods) within ten (10) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

8. INSPECTION, REJECTION AND GUARANTEE

- 8.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.
- 8.2 The Supplier shall permit the Purchaser or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.
- 8.3 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods. If the Purchaser rejects any of the Goods pursuant to this Condition 8.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:

8.3.1 repair the defective Goods as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract; or

8.3.2 refund to the Purchaser the Price in respect of the defective Goods.

8.4 The Supplier shall guarantee the Goods for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to the Purchaser.

8.5 Any Goods rejected or returned by the Purchaser pursuant to this Condition 8 shall be returned to the Supplier at the Supplier's risk and expense.

9. LABELLING AND PACKAGING

9.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number, the net, gross and the weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified the Purchaser and/or the Crown (as appropriate) against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 9.1.

9.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.

10. INTELLECTUAL PROPERTY

10.1 Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 10.1.

10.2 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("**Intellectual Property**"):

10.1.1 furnished to or made available to the Supplier by the Purchaser pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in the Purchaser; and

10.1.2 the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the Contract in any advertisement without the Purchaser's prior written agreement.

11. HEALTH AND SAFETY

11.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:

11.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and

11.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.

11.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 11.

12. INDEMNITY AND INSURANCE

12.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 above) the Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.

12.2 The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.

12.3 The Supplier shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.

12.4 The Supplier shall be liable under the provisions of the Contract (including Condition 12.1) whether or not it complies with the insurance provisions in this Condition 12.

12.5 Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

13. CONFIDENTIALITY

13.1 The Supplier shall and shall procure that its staff shall keep secret and do not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than as required to be by reason of a breach of this Condition 13 or disclosed by law.

13.2 The provisions of this Condition 13 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.

13.3 The parties acknowledge that, except for any information which is declared by the Client to fall within one or more of the exceptions in Clause 12.10, the content of this Contract is not Confidential Information. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Client to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

13.4 The Client may, at its sole discretion, redact information from the Contract prior to publishing for one or more of the following reasons:

- (a) national security;
- (b) personal data;
- (c) information protected by intellectual property law;
- (d) information which is not in the public interest to disclose
- (e) third party confidential information;
- (f) IT security; or

(g) prevention of fraud.

13.5 The Client may consult with the Contractor to inform its decision regarding any redactions but the Client shall have the final decision in its absolute discretion.

13.6 The Contractor shall assist and cooperate with the Client to enable the Client to publish this Contract.

14. TERMINATION

14.1 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.

14.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time:-

14.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;

14.2.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;

14.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;

14.2.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;

14.2.5 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.

14.4 Nothing in this Condition 14 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

15. ASSIGNMENT AND SUB-CONTRACTING

15.1 The Supplier shall not without the prior written consent of the Purchaser assign or transfer the benefit or burden of the Contract.

15.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.

15.3 Where the Purchaser enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, it shall cause a clause to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirement.

16. NOTICES

Any notices to be given under the Contract shall be delivered personally or sent by post or by facsimile transmission to the Services Manager (in the case of the Purchaser) or to the address set out in the Purchase Order (in the case of the Supplier). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

17. THIRD PARTY RIGHTS

The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

18. SEVERABILITY

If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

19. WAIVER

No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

20. LAW AND JURISDICTION

The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts only except that the Purchaser may seek injunctive relief outside such jurisdiction.