

The Extracare Charitable Trust (the "Customer")

Terms and Conditions of Purchase

If there is conflict between these conditions and the Buyer's Conditions of Purchase then the latter shall take precedence

1. INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

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

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8.

Contract: the contract for the sale and purchase of Goods and/or the supply and acquisition of the Services subject to these Conditions.

Customer means ExtraCare as the "Purchaser"

Customer Materials: has the meaning set out in clause 6.3.9.

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 without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Goods: the goods, works and materials (or any part of them) set out in the Purchase Order.

Insolvency Event: means any one or more of (1) a notice being issued to propose a resolution for winding up or dissolution, or such a resolution being passed (2) a petition for winding up or an administration or bankruptcy order being presented, or such an order being made; (3) any steps being taken with a view to a voluntary arrangement or other assignment, composition or arrangement with all or any creditors or any moratorium, readjustment, rescheduling, forgiveness or deferral of all or any indebtedness (4) suspension of payments to all or any creditors; (5) an encumbrancer taking possession of all or any assets of the Customer; (6) an administrator or receiver being appointed over the Customer or all or any of its assets; (7) any action anywhere similar or analogous to any of the foregoing; (8) the Customer ceases, or threatens to cease to carry on business; (9) the Customer has reasonable grounds for believing that any of the foregoing is imminent. For the avoidance of doubt if any of the foregoing occurs in relation to a partner in the Customer hereto it shall be deemed to occur in relation to the Customer.

Intellectual Property Rights: means all patents, trade marks, registered designs, design rights, copyrights, database rights, know how, Confidential Information and other intellectual property rights whatsoever and wherever subsisting.

Order Amendment: means a written notification to the Supplier by the Customer to amend, add to, detract from or modify the Purchase Order

Price – price of the goods or service

Purchase Order: means our Authorised Purchase Order for the supply of Goods and/or Services referring to these General Conditions

Services: the services, including without limitation any Deliverables described in the Purchase Order.

Specification: includes any plans, drawings, data or other information relating to the Goods or Services.

Supplier: the person or firm named in the Purchase Order from whom the Customer purchases the Goods and/or Services.

2. **BASIS OF CONTRACT**

- 2.1 The Purchase Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Purchase Order shall be deemed to be accepted by the Supplier issuing written acceptance of the Purchase Order or any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 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 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 agrees to sell and the Customer agree to purchase the goods and services subject to the provision of the Purchase Order (including any documents or part documents referred to therein), and of these Conditions and any Purchase Order Amendments and Supplier Acceptance either by word or conduct. The Supplier shall be deemed to have accepted the Purchase Order on the terms described above by delivering the Goods
- 2.6 In the event of any conflict the documents listed in the above clause, 2.5, shall take precedence in the following order
- 2.7 The Purchase Order
- 2.8 These Conditions
- 2.9 Any other document referred to in the Purchase Order
- 2.10 No addition, alteration or substitution of these Conditions shall be binding unless agreed in writing between the Customer and an Authorised Supplier Representative
- 2.11 These conditions shall apply to the contract to the exclusion of all other terms and conditions on which any quotation has been given to the Customer, or which are referred to by the Supplier in any document, or subject to which the Purchase Order is accepted or purported to be accepted by the Supplier
- 2.12 In the event that the Supplier terms and conditions are subsequently found by a court of competent jurisdiction to have incorporated the Contract, then in the case of any conflict these Conditions prevail
- 2.13 Unless otherwise expressly stated all business will be conducted under ExtraCare standard terms and conditions of business.
- 2.14 In the event that the contract is started before the standard terms and conditions have been agreed then ExtraCare terms and conditions will apply

3. **ORDER AMENDMENTS**

- 3.1 The Customer may send the Supplier an Order Amendment at any time prior to delivery

- 3.2 If the Order Amendment causes a change to the Price or delivery date than the Supplier must get Authorisation from the Customer prior to shipment of goods or services

4. **SUPPLY OF GOODS**

- 4.1 The Supplier shall ensure that the Goods shall:
- 4.1.1 correspond with their description and any applicable Specification;
 - 4.1.2 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 the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
 - 4.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for [12] months after delivery; and
 - 4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
 - 4.1.5 Will correspond with any relevant specifications, quantities, standards of performance, stipulations or samples provided in the contract
 - 4.1.6 Shall not contain any asbestos or asbestos based products, unless specifically required in the contract
- 4.2 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.
- 4.3 The Customer shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 4.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

5. **DELIVERY OF GOODS**

- 5.1 The Supplier shall ensure that:
- 5.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 5.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Delivery the Purchase 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
 - 5.1.3 if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

- 5.2 The Supplier shall deliver the Goods on the date specified in the Purchase Order or,, to the Customer's premises at [ADDRESS] or such other location as is set out in the Purchase Order or as instructed by the Customer before delivery (**Delivery Location**) and during the Customer's normal hours of business on a Business Day, or as instructed by the Customer.
- 5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location and time of delivery shall be of the essence.
- 5.4 Where the Supplier fails to deliver any Goods at the correct place or time, the Customer shall be entitled to deduct from the Price of the Goods in question any costs incurred in respect of storage or transport of such Goods
- 5.5 Any Goods supplied in excess of Purchase Orders are subject to rejection and, in such an event, will be returned at the Supplier's risk and expense.
- 5.6 The Supplier shall not deliver the Goods in instalments without the Customer'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 the Customer to the remedies set out in clause 7.1.
- 5.7 If the Goods or any part of them are not delivered by the times or time specified in the Contract then the Customer may by written notice cancel any undelivered balance of the Goods. The Customer may also return for full credit and at the Suppliers expense any Goods that in the Customer's opinion cannot be utilised as a result of the cancellation
- 5.8 The Customer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Customer has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any latent defect in the Goods has become apparent

6. **SUPPLY OF SERVICES**

- 6.1 The Supplier shall from [the Commencement Date **OR** the date set out in the Purchase Order] and for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 6.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Customer and time of performance shall be of the essence.
- 6.3 In providing the Services, the Supplier shall:
 - 6.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - 6.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 6.3.3 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 this Contract;
 - 6.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;

- 6.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 6.3.6 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 the Customer, will be free from defects in workmanship, installation and design;
- 6.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations, directives or other legal requirement of obligations in force from time to time;
- 6.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 6.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
- 6.3.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

7. CUSTOMER REMEDIES

7.1 Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Contract, or if any defect shall materialise within a period of [12] months after delivery and/or performance then the Customer shall be entitled at the Customer's option:

- 7.1.1 to require the Supplier to repair the Goods and/or supply replacement Goods or Services in accordance with the Contract within the time stated in writing by the Customer or to provide a full refund of the price of the rejected Goods or Services (if paid);
- 7.1.2 to treat the Contract as discharged by the Supplier's breach (which includes any failure of the Goods and/or Services to meet the Contract requirements following repair and/or replacement) and require the repayment of any part of the price which has been paid;
- 7.1.3 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;

to terminate the Contract with immediate effect by giving written notice to the Supplier; and following the Escalation Procedure below

Any dispute between the parties which arised in relation to this agreement shall in the first instance be dealt with customer services representative and supplier representative

If the representative are unable to agree on the action to be taken to remedy the dispute within 10 business days of meeting (or if they are able to agree an action but that action is not taken within a period agreed between the representatives), each party will, within 10 Business days nominate a director or partner of it to prepare and circulate to the other party a statement setting out its position on the relevant matter and its reasons for adopting that position. The statements will be considered by a director or partner of each party

who will endeavour to agree within 20 Business days the actions required to be taken by each party to address the situation

If the directors / partners agree upon a resolution of the dispute, they will sign a statement setting out the terms of the resolution and the parties will procure that the resolution is promptly carried out, and in any event with 20 business days, unless otherwise agreed by the parties in writing

If no resolution to the dispute is agreed by the directors / partners, or not carried out to the agreed extent (as the case maybe) the customer will have the right to service notice on the company prior to end of the term of the agreement

- 7.1.4 where the Customer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier;
- 7.1.5 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 7.1.6 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods and/or services from a third party; and
- 7.1.7 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with the Contract.

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

7.3 The Supplier warrant to the Customer that the Supplier ensures that compatible spare parts are available to facilitate repairs (where applicable) for a period of at least 5 years from the delivery date

8. RISK AND TITLE

8.1 Risk of damage to or loss of the Goods and/or Services shall pass to the Customer upon delivery to the Customer in accordance with the Contract and/or completion as appropriate.

8.2 The property in the Goods shall pass to the Customer upon delivery, unless payment in full for the Goods is made prior to delivery, when title shall pass to the Customer once payment has been made or the Goods have been appropriated to the Contract.

9. CUSTOMER'S OBLIGATIONS

9.1 The Customer shall:

9.1.1 provide the Supplier with reasonable access at reasonable times to the Customer's premises to the extent necessary to enable the Supplier to perform the Contract for the purpose of providing the Services; and

9.1.2 provide such information as the Supplier may reasonably request for the provision of the Services and the Customer considers reasonably necessary for the purpose of providing the Services.

10. CHARGES AND PAYMENT

- 10.1 The price of the Goods and the Services shall be fixed and as stated in the Purchase Order and, unless otherwise so stated, shall be: -
- 10.1.1 exclusive of any applicable value added tax which shall be payable by the Customer (subject to receipt of a valid VAT invoice) at the rate prevailing at the relevant point; and
 - 10.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the address for delivery as shown on the Purchase Order and any duties, imposts or levies other than value added tax and in the case of the Services inclusive of all costs and expenses incurred by the Supplier in the performance of the Services.
- 10.2 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.
- 10.3 The Customer shall pay the invoiced amounts within [30] days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier. This clause shall not apply to payments that the Customer disputes in good faith.
- 10.4 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 10.5 The Customer may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier [under the Contract] against any amount payable by the Customer to the Supplier under the Contract.
- 10.6 The Customer will not pay any more than 0.5% interest on late payment clauses

11. **INTELLECTUAL PROPERTY RIGHTS**

- 11.1 In respect of the Goods and any goods that are transferred to the Customer as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.- All Intellectual property rights in the results of work arising out of or deriving from the Contract, including inventions, designs, copyright and knowledge shall be the Customers property and the Customer shall have the sole right to determine whether any letters patent, registered design, trademark and other protection shall be sought
- 11.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 11.3 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 11.2.
- 11.4 The supplier shall ensure that all technical information (including programs and programming information) arising out of or deriving from the Contract is held in

strict confidence except for any such information which becomes public knowledge other than by breach of contract

12. INDEMNITY AND INSURANCE

12.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

12.1.1 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

12.1.2 any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods or 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; and

12.1.3 any claim made against the Customer 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.

12.2 For the duration of the Contract [and for a period of [5 years] thereafter], 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 the Customer'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.

The Supplier shall indemnify the Customer in full against all liability, loss including loss of profit and increased production costs, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with:

breach of any warranty given by the Supplier in relation to the Goods and/or the Services;

any claim that the Goods infringe, or their importation, use of resale, infringes the patent, copyright, database right, registered design, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification or drawing supplied by the Customer

any liability under the Consumer Protection Act 1987 in respect of the Goods;

any act or omission of the Supplier, the Supplier employees, agents or subcontractors in supplying, delivering and/or installing the Goods; and

any act or omission of the Supplier, the Supplier employee's agents or subcontractors in connection with the performance of the Services

FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond

its control, but nothing in this Condition shall limit the obligations of the Supplier/Contractor to use the best endeavours to fulfil their obligations under the Contract

13. **CONFIDENTIALITY**

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

ASSIGNMENT AND SUB-CONTRACTING

The contract shall not be assigned by the Supplier nor sub-contracted as a whole. The Supplier shall not sub-contract any part of the Contract without the Customer's written consent, but the Customer shall not refuse such consent unreasonably

The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any part of which the makers are named in the Contract. The Supplier will be responsible for all work done and Goods supplied by the sub-contractors

14. **TERMINATION**

14.1 The Customer shall be entitled to cancel the Purchase Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event the Customer's sole liability shall be to pay to the Supplier the price for the Goods and/or Services in respect of which the Customer has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation. The total of all payments made or due to the Supplier, including any termination pay, will not exceed the price. If the Supplier fails to submit a termination claim within 3 months of the date of the Customer's termination then the Customer shall have no further liability under this contract.

14.2 The Customer shall be entitled to terminate the Contract at any time with immediate effect on written notice without liability to the Supplier by giving notice to the Supplier at any time if:

14.2.1 the Supplier/Contractor commits a material breach of any provision of this Contract which it does not remedy (where remedy is possible) within a period of 30 days of receipt of a written notice from the Customer specifying the breach and requiring remedy;

14.2.2 an Insolvency Event occurs in respect of the Supplier.

14.3 In any of the circumstances in these Conditions in which the Customer may terminate the Contract, where both Goods and Services are supplied, the Customer may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

14.4 On termination of the Contract or any part of it for any reason:

14.4.1 where the Services are terminated, the Supplier shall immediately deliver to the Customer all Deliverables, whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may without limiting its other rights or

remedies 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 this Contract;

- 14.4.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- 14.4.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect including but not limited to clauses 11 and 12.

15. **GENERAL**

15.1 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than [NUMBER] weeks, the Customer shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

15.2 T

15.3 All notices under these Conditions shall be in writing and may be served by email, post or facsimile transmission addressed to the other party at the address given in the Contract or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under the Contract and every such notice shall be deemed to have been served if served by post at the expiration of forty-eight hours after despatch of the same or if sent by facsimile transmission at ten hours local time on the next normal Business Day of the recipient following despatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner provided and in the case of a facsimile transmission a transmission report that it was transmitted to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal Business Day of the recipient.

15.4 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

15.5 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

15.6 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8 Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer.

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

15.10 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

16 Articles on Loan and Use of Information

(i) 16.1 All tools, materials, drawings, specifications, documentation and other equipment and data ('the Articles') loaned by the Customer to the Supplier in connection with the Contract shall remain always the Customer property and be surrendered to the Customer upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by the Supplier solely for the purpose of completing the Contract.

16.2 The Supplier agree that no copy of any of the Articles will be made without the consent in writing off from the Customer

16.3 Risk in such Articles shall pass to the Supplier upon delivery of the same to the Supplier or collection by the Supplier and shall remain with the Supplier until the same are returned to Customer premises or collected by Customer as the case may be. The Supplier shall indemnify the Customer in full against any loss and/or damage of such Articles and shall insure the same at the Supplier own expense against the risk of loss, theft or damage.

(ii) All scrap arising from the supply of such Articles must be disposed of at the Customers discretion and all proceeds of sales of such scrap must promptly be paid to the Customer in full.

(iii) In the event that the Supplier fail to return such Articles the Customer are hereby irrevocably authorised without any requirements as to notice to enter upon the Suppliers premises for the purpose only of recovering the said Articles.

(iv) WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE)

(v) The supplier agree to recover from the Customer and recycle all WEEE which may be included in the Goods in accordance with European Union Directive 2002/96/EC but also in respect of any applicable law or regulations which implement the same in England and Wales and the Supplier hereby indemnify the Customer against any liability the Customer may incur for failure to recover or recycle such WEEE

ENTIRE AGREEMENT

These Conditions together with those documents comprising the Contract constitute the entire agreement between the Parties in relation to its subject matter and supersede all prior agreements and understandings or discussions between the Parties

CORRUPT GIFTS

In connection with this or any other Contract between the Supplier and the Customer shall not give, provide, or offer to Customer's staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, the Customer, shall without prejudice to any other rights the Customer may possess, be at liberty forthwith to terminate this and any other Contract and to recover from the Supplier and loss or damage resulting from such termination

Work on Our Premises

Where Supplies require access to Customer premises for the purposes of installation of the Goods, the Customer shall provide reasonable access and all services necessary to permit the Supplier to fulfill the Supplier obligations under the Contract at mutually convenient times.

The Supplier will commit no act or omission (and shall procure that Supplier employees, agents, sub-contractors or other representatives do not commit such act or omission) at Customer premises which would render the Supplier liable to any person and the Supplier shall observe all regulations and provisions in force relating to the safety of persons using the Customer premises.

The Supplier will at all times (and shall ensure that the Supplier employees, agents sub-contractors or other representatives) comply with the Customer reasonable instructions whilst on Customer premises.