STANDARD CONDITIONS OF PURCHASE

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in these Terms:

1.1 DEFINITIONS

"Agreement"	means the agreement, verbal or written, between the Company and the Supplier for the purchase of the Goods and/or Services, incorporating these Terms, including the contents of any Purchase Order;
"Company"	means TD Finishing Limited (registered in England and Wales with company number 04534527);
"Company's Premises"	means Amphion Court, Hale Trading Estate, Lower Church Lane, Tipton DY4 7HN or such other place as the Company trades from and which the Company shall notify to the Supplier from time to time;
"Deliverables"	means all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts);
"Delivery Note"	means a note fully and properly itemising the Goods delivered which shall be provided by the on delivery at the Delivery Point in accordance with clause 5.6;
"Delivery Point"	means the Company's Premises or such other location as the Company specifies in the Purchase Order;
"Delivery Receipt"	means a copy of the Delivery Note signed by a duly authorised signatory of the Company which shall be delivered by the Supplier in accordance with clause 5.6;
"End Customer"	an end customer of the Company to whom the Subcontracted Services are provided;
"Goods"	means (if any) the goods and material and works described in the Purchase Order (including any part of it);
"Group"	means in relation to a company, that company, any subsidiary or holding company, and any subsidiary of a holding company of that company;
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"International Supply Contract"	means such a contract as is described in section 28(3) of the Unfair Contract Terms Act 1977;
"Main Contract"	means (if any) the agreement between the Company and a third party attached as Schedule 1 and in connection with which the Subcontracted Services shall be delivered;
"Normal Business Hours"	means the hours of 9am to 5pm Monday to Friday (excluding public and bank holidays in England and Wales);
"Project"	means the Project as described in the Project Plan;
"Project Milestone"	means a date by which a part of the Project is to be completed, as set out in the Project Plan;
"Project Plan"	means the detailed plan setting out timetable and responsibilities for the provision of the Services;
"Proposal"	means the materials produced by the Supplier describing how the Supplier proposes to carry out the Services;
"Purchase Order"	means purchase order issued by the Company, to which these terms and conditions shall apply exclusively;
"Services"	means (if any) the services to be provided by the Supplier under the Agreement, as set out in Schedule 1 (including (if any) the Subcontracted Services) and as more particularly described in the relevant Proposal or Project Plan (in each case, if any);
"Subcontract Scope of Work"	means (if any) the specification set out in Schedule 1 Section B;
"Subcontracted Services"	means (if any) those services set out in the Subcontract Scope of Works;
"Supplier"	means the person(s), firm or company from whom the Company purchases the Goods and/or Services including for the avoidance of doubt, any sub-contractor whom the person(s), firm or company may seek to engage;
"Terms"	means these standard conditions of purchase; and
"Warranty Period"	means either the period of the warranty as set out in the Purchase Order, or if not specified in the Purchase Order, 24 months from the date of delivery.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

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

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2. APPLICATION OF TERMS

2.1 These Terms apply to all sales and quotations of any Supplier to the exclusion of any other terms and conditions (including any terms or conditions which the Supplier purports to apply under any purchase order, confirmation, response to tender, specification or other document even when referred to in the Agreement).

2.2 Any contract made between any Supplier and the Company shall be subject to these Terms and save as set out in these Terms, no representative or agent 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 or representation will bind the Company only if in writing and signed by a duly authorised representative of the Company.

2.3 The Supplier acknowledges and confirms that it has had an opportunity to carry out a thorough due diligence exercise in relation to the Goods, the Services and this agreement including asking questions it considers relevant, receiving information and considering information and making its own enquiries to satisfy itself as to the accuracy and completeness of any information received and has raised all relevant due diligence questions with the Company before entering into this agreement and has entered into this agreement in reliance on its own due diligence.

2.4 Subject to the Supplier's rights for breach of any express representation, warranty or condition of the Supplier in this agreement, the Supplier shall not be entitled to recover any additional costs or be relieved of performance of its obligations, if it alleges the information provided by the Company is inaccurate or incomplete.

2.5 Any enquiry for Goods or Services made by the Company with the Supplier shall not be deemed to be an offer by the Company to purchase Goods or Services. Only a Purchase Order signed by a duly authorised representative of the Company shall constitute an offer by the Company to purchase the Goods and/or Services subject to these Terms.

2.6 On the earlier of the Supplier accepting the Company's Purchase Order or after 5 working days from the delivery to the Supplier of the Purchase Order where the Supplier has not notified the Company in writing that it rejects the Purchase Order there will be deemed to be full acceptance by the Supplier of the Purchase Order on these Terms and a binding contract for the supply of the Goods and/or Services will come into effect.

2.7 All representations, statements or warranties made or given by the Supplier, its servants and agents (whether orally in writing or in any of the Supplier's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of any goods or services shall be deemed to be express conditions of the Agreement.

2.8 The Company reserves the right to correct any clerical or typographical error made by its employees at any time.

2.9 If there is any conflict between the provisions of the Purchase Order and these Terms, the provisions of the Purchase Order shall take precedence.

2.10 Nothing in this clause 2 shall limit or exclude the liability of the Company for fraud or fraudulent misrepresentation.

3 SUPPLIER'S WARRANTY

3.1 The Supplier warrants to the Company in respect of any Goods provided pursuant to the Agreement, that the Goods shall:

(a) conform in every respect with the provisions of the Agreement;
(b) be capable of all standards of performance specified in the Agreement;
(c) be of satisfactory quality and be fit for any purpose made known to the Supplier expressly or by implication and in this respect the Company shall rely on the Supplier's skill and judgement;
(d) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;
(e) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Agreement (including in relation to branding, livery and get-up);
(f) be free from all defects in materials and workmanship the Warranty Period; and
(g) comply with any current legislation and all applicable British Standards, ISOs and legal requirements concerning the design, manufacture, processing, storage and testing of Goods.

3.2 The Supplier warrants to the Company in respect of any Services provided pursuant to the Agreement, that:

(a) the Supplier shall perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
(b) the Services shall conform with all descriptions and specifications agreed between the Company and the Supplier; and
(c) the Services and Deliverables shall be provided in accordance with all applicable legislation from time to time in force.

3.3 The Supplier acknowledges and agrees that:

(a) the Company is entering into this agreement on the basis of the Proposal or Project Plan (in each case, if any), the Proposal or Project Plan is accurate and complete in all material respects, and is not misleading; and
(b) if it considers that the Company is not, or may not, be complying with any of the Company's obligations, it shall only be entitled to rely on this as relieving the Supplier's performance under this agreement:
(i) to the extent that it restricts or precludes performance of the Services by the Supplier; and
(ii) if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to the Company in writing.

3.4 The Company's rights under the Agreement are in addition to the statutory terms implied in favour of the Company by the Sales of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other statute.

3.5 The provisions of this clause 3 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Agreement and shall extend to any replacement, repaired, substitute or remedial goods or services provided by the Supplier.

3.6 The Supplier shall carefully test and inspect the Goods before delivery to ensure that they comply with the requirements of the Agreement.

3.7 The Company reserves the right to call for certificates or test certificates for the Goods at any stage of manufacture or assembly. Such certificates shall clearly state the Company's Purchase Order numbers and any item numbers. If, as a result of any inspection or test, the Company finds that the Goods or any items comprised within them do not comply with the Terms, or are unlikely to comply with them on completion of manufacture, processing or performance, the Company may inform the Supplier, and the Supplier shall take such steps as are necessary to ensure compliance.

3.8 If the Supplier agrees that any tests (whether special tests or the Company's standard tests) shall be carried out in the presence of the Supplier or its representative, the Company shall notify the Supplier of the date from which it is or will be ready to carry out such tests. The Supplier undertakes that it or its representative will, by prior appointment, attend at the premises where the Goods are situate within 14 days after such date for the purpose of witnessing such tests and agrees that in default of such attendance the Company may proceed with the tests in its absence and it shall be bound by the results thereof.

4. QUANTITIES & ADHERENCE TO SPECIFICATION IN RESPECT OF GOODS

Unless the Company has agreed otherwise in writing, the Supplier shall deliver the exact specified quantities of Goods as specified in the Purchase Order. The quantity of Goods specified in the Purchase Order is deemed to be of the essence. The Supplier shall ensure that the terms of any specification in a Purchase Order are fulfilled accurately and in full. A failure on the part of the Supplier to fulfil the correct specification or to deliver the exact specified quantity of Goods shall entitle the Company, at its sole discretion and without affecting its other rights and remedies, to either reject incomplete deliveries or terminate or rescind the Agreement.

5. DELIVERY OF GOODS

5.1 The Supplier shall deliver the Goods to the Delivery Point on the date and at the rate (if any) specified in the Purchase Order or, if no such delivery date is specified, within 28 days of the date of the Purchase Order. Time is of the essence as to the delivery of the Goods under the Agreement and if the Supplier does not comply with its obligations in the preceding sentence, the Company may, at its sole discretion and without affecting its other rights or remedies and without incurring any liability to the Supplier:

(a) terminate or rescind the Agreement in whole or in part;
(b) cancel any undelivered balance of the Goods;
(c) return the Goods for full credit; and/or
(d) purchase substitute goods or services elsewhere.

5.2 Without prejudice to any other right which the Company may have against the Supplier (including but not limited to those listed at clause 5.1), the Supplier shall be liable to the Company for any loss (including loss of profit), costs, damages or expenses caused directly or indirectly by any delay in the supply of the Goods to the Company.

5.3 Without prejudice to any other right which the Company may have against the Supplier (including but not limited to those listed at clause 5.1), if the Supplier fails to deliver the Goods to the Company in accordance with clause 5.1, the Supplier shall pay to the Company on demand or the Company may deduct from its payments to the Supplier, the sum of £150 (plus VAT) in respect of administration costs plus 2% of the invoiced order value in respect of the delayed Goods per week of delay as liquidated damages. The parties confirm that this sum represents a genuine pre- estimate of the Company's loss.

5.4 All carriage charges are deemed to have been incorporated into the price quoted in the Purchase Order for the Goods. Any additional or unforeseen expenses incurred in delivery are the sole responsibility of the Supplier.

5.5 The Goods shall be properly packed (in non-returnable packaging), secured, despatched and delivered at the Supplier's expense in good condition at the time (or times) specified in the Purchase Order and at the place or places specified as the Delivery Point (or as otherwise specified in writing by the Company). The Goods shall be received at the Delivery Point, subject to the Company's inspection and approval. Any failure on the part of the Company to notify the Supplier of any defect in the Goods shall not be deemed to be an admission of satisfaction and/or acceptance of the Goods. Any Goods which the Company rejects as not conforming with the Agreement shall be returned at the Supplier's risk and expense.

5.6 On delivery, the Supplier shall supply the Company with a Delivery Note which shall be signed by an officer or employee of the Company. The Supplier shall provide a Delivery Receipt to the registered office of the Company within 3 days of delivery.

5.7 The Supplier shall, at its own expense, provide all vehicles and equipment necessary for the accommodation and off-loading of the Goods from the vehicles.

5.8 Goods supplied in connection with International Supply Contracts shall be delivered in accordance with the Incoterms specified in the Purchase Order and the Agreement shall be deemed to incorporate the latest edition of Incoterms current at the date of the Agreement save that in the event of any inconsistency between the Incoterms and any express term of the Agreement (including these Terms) the latter shall prevail.

5.9 It is the Supplier's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export, or sale of the Goods. It is the Supplier's obligation to ensure that no Goods are imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching the Delivery Point. Where necessary, the Supplier shall inform the Company at a reasonable time before delivery of any documents which it is necessary for the Company to provide in order to allow import of the Products in compliance with the laws of any relevant jurisdiction.

5.10 The Supplier shall be responsible for obtaining any necessary import or export licences or permits necessary for the delivery of the Goods to the Company. The Supplier shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the exportation, importation and delivery of the Goods.

6. ACCEPTANCE

The Company shall have the right, without prejudice to any other right which the Company may have against the Supplier, to reject the Goods (or any of them) within a reasonable time of their delivery and to cancel this Purchase Order if the Goods (or any of them) are not in conformity with the Agreement or the terms and conditions of the Purchase Order. The making of payment shall not prejudice the Company's right of rejection, nor shall the acceptance of part of the Goods prejudice the Company's right to reject the remainder of the Goods.

7. HEALTH & SAFETY

7.1 Whilst on the Company premises, the Supplier's personnel, agents and subcontractors shall at all times conduct themselves in full compliance with the Company site, safety and security regulations.

7.2 The Supplier is aware of obligations imposed upon it by the Health & Safety at Work Act 1974 (as amended) and subsequent regulations and codes of practice to ensure, as far as practicable, that Goods are safe and without any risk to health when properly used. The Supplier hereby undertakes to ensure that its employees, agents and subcontractors are informed of the protective clothing, protections, handling requirements and conditions necessary to ensure that the Goods are properly used and handled safely and without risks to health.

7.3 The Supplier shall observe all legal requirements of the United Kingdom, European Union and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous goods and the provision of data sheets for hazardous materials.

8. RISK AND PROPERTY IN THE GOODS

8.1 Risk of damage or loss of the Goods shall be at the risk of the Supplier until delivery to the Company at the Delivery Point. The Supplier shall off-load the Goods at its own risk as directed by the Company.

8.2 Ownership of the Goods shall pass to the Company on completion of delivery (including off-loading) in accordance with the Purchase Order, except that if the Goods are paid for before delivery, ownership shall pass to the Company once payment has been made. The passing of ownership in the Goods is without prejudice to any right of rejection to which the Company may be entitled under the Agreement or otherwise.

9. LOSS OR DAMAGE OF GOODS IN TRANSIT

9.1 Without prejudice to any other right which the Company may have against the Supplier, the Supplier shall be solely and irrevocably liable for any loss or damage or partial loss or damage to Goods in transit, provided that the Company notifies the Supplier in writing as soon as is reasonably practicable following discovery of the relevant loss or damage.

9.2 The Supplier shall make good and free of charge to the Company any loss of or damage to or defect in the Goods where the Company gives notice in compliance with clause 9.1.

9.3 The Supplier shall uplift any faulty, incorrect or surplus Goods received within 24 hours of being notified of the same ("the Collection Period"). Uncollected Goods will be disposed of at the Supplier's expense on the expiration of the Collection Period.

10. SUPPLIER'S RESPONSIBILITIES IN RESPECT OF SERVICES

10.1 The Supplier shall provide the Services, and deliver the Deliverables to the Company, in accordance with Schedule 1 and the relevant Proposal and Project Plan (in each case, if any), and shall allocate sufficient resources to the Services to enable it to comply with this obligation.

10.2 If required by the Company, the Project Plan shall be agreed in the following manner:
(a) the Company shall provide the Supplier with a request for a Project Plan, setting out its requirements of the services it is requesting from the Supplier, including a description of what work is to be done, dates by which it is to be started and finished and Deliverables to be supplied;
(b) the Supplier shall, within 5 days of a request for a Project Plan provide the Company, at no cost, with a draft Project Plan; and
(c) the Supplier and the Company shall discuss and agree the draft Project Plan. When it has been agreed, they shall both sign a copy of it and it shall become Schedule 2 and subject to this Agreement.

10.3 The Supplier shall meet, and time is of the essence as to, any performance dates specified in Schedule 1 or the Proposal or the Project Plan (or as otherwise agreed in writing). If the Supplier fails to do so, the Company may (without prejudice to any other rights it may have):
(a) terminate this agreement in whole or in part without liability to the Supplier;
(b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
(c) purchase substitute services from elsewhere;
(d) hold the Supplier accountable for any loss and additional costs incurred; and
(e) have all sums previously paid by the Company to the Supplier under this agreement refunded by the Supplier.

10.4 The Supplier shall:
(a) co-operate with the Company in all matters relating to the Services including by preparing any risk assessment where (i) the Company instructs it to do so or (ii) it is under a legal obligation to do so;
(b) observe, and ensure that any employees, consultants, agents and subcontractors it engages in relation to the Services observe, all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises or any other premises at which the Services are carried out; and
(c) notify the Company as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services.

10.5 No Supplier engaged by the Company to provide Subcontracted Services shall, during the course of its engagement by the Company to provide the Subcontracted Services or for a period of 12 months thereafter ("the Restricted Period"), enter into a contract with an End Customer for services the same as or similar to the Subcontracted Services (which the Supplier has been engaged by the Company to provide), or attempt to solicit or seek to entice away from the Company any End Customer.

10.6 Without prejudice to any other right the Company may have against the Supplier, if the Supplier breaches clause 10.5, the Supplier shall pay to the Company on demand a sum equivalent to:
(a) 30% of the revenues received by the Supplier from the End Customer during the Restricted Period in consideration for services delivered by the Supplier to the End Customer in breach of clause 10.5; and
(b) any costs incurred by the Company in connection with enforcing its rights pursuant to this clause 10.6.
The parties agree that this clause 10.6 is fair and reasonable and that the sum referred to herein represents a genuine pre-estimate of the Company's loss.

10.7 The provisions of clause 10.5 and clause 10.6 shall survive termination of this Agreement, howsoever arising.

11. PRICES AND PAYMENT TERMS

11.1 All prices are fixed and inclusive of delivery, packaging, packing, shipping, carriage, insurance and other charges and dues, and are not subject to adjustment save as specifically provided in the Agreement.

11.2 Unless otherwise specified in writing and subject to clause 11.3, payment shall be made by the Company in Pounds Sterling by the date falling [60] days after the end of the calendar month following the calendar month in which:
(a) the Goods are delivered; or
(b) the Company receives an undisputed invoice in respect of Services rendered in accordance with clause 11.3(b)(i) or 11.3(b)(ii) (as the case may be); or
(c) the Company receives an undisputed invoice together with relevant receipts in respect of pre-approved expenses in accordance with clause 11.7.

11.3 For the avoidance of doubt, the Company shall not be obliged to make any payment pursuant to clause 11.2 unless it has received (in a form satisfactory to it) an undisputed invoice quoting the Purchase Order reference for the Goods and/or Services and in respect of:
(a) Goods :
(i) a Delivery Note in accordance with clause 5.6; and
(ii) Delivery Receipt in accordance with clause 5.6.
(b) Services:
(i) where Services are delivered on a times and materials basis, completed timesheets pursuant to clause 11.5(d); or
(ii) where Services are delivered on a fixed price basis, a completed site report signed by the Company confirming that the relevant Project Milestone has been met.

11.4 In consideration of the provision of the Services by the Supplier, the Company shall pay the charges as set out in Schedule 3, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Clause 11.5 shall apply if the Supplier provides Services on a time and materials basis, and clause 11.6 shall apply if the Supplier provides Services for a fixed price. The remainder of this clause 11 shall apply in either case.

11.5 Where Services are provided on a time and materials basis:
(a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates for the Supplier's Team, details of which are set out in the Proposal or otherwise notified to the Company by the Supplier in writing;
(b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked during Normal Business Hours;
(c) unless it has the Company's prior written consent to do so, the Supplier shall not be entitled to charge:
(i) on a pro-rata basis for part-days; or
(ii) for materials;
(d) the Supplier shall ensure that time sheets are completed recording time spent on the Services and activities undertaken during that time, and, subject to the written approval of them by the Company, the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 11.5(e);
(e) the Supplier shall invoice the Company monthly in arrear for its charges for time and pre-approved materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 11.5. Each invoice shall set out the time spent and provide a detailed breakdown of any materials, accompanied by the relevant receipts.

11.6 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in Part 1 of Schedule 3 (or otherwise notified to the Company in writing including but not limited to in the Proposal or Project Plan). Where the total price shall be paid to the Supplier in instalments, those instalments shall be as set out in Part 2 of Schedule 3 or as otherwise notified to the Company in writing, with each instalment being conditional on the Supplier achieving the corresponding Project Milestone. On achieving a Project Milestone in respect of which an instalment is due, the Supplier shall invoice the Company for the charges that are then payable, (and VAT, where appropriate)/

11.7 Unless it has the Company's prior written consent to do so, the Supplier shall not charge the Company for any ancillary expenses (including but not limited to the cost hotels, subsistence and travel). Where the Company's prior written approval has been obtained, such expenses shall be invoiced by the Supplier at cost (together with VAT where applicable) and accompanied by relevant receipts. The Company shall make payment in accordance with clause 11.2(c).

11.8 If a party fails to make any payment due to the other party under this agreement by the due date for payment, then, the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Barclay's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

11.9 In relation to payments disputed in good faith, interest under clause 11.8 shall be payable only after the dispute is resolved, on sums found or agreed to be due, from [3] days after the dispute is resolved until payment.

11.10 The Company may at any time, without notice to the Supplier, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

12. VARIATIONS

12.1 The Supplier shall not alter or vary the Goods or the scope or execution of the Services, except as agreed in writing by the Company. The Company shall have the right, from time to time during the execution of the Agreement, by notice in writing, to direct the Supplier to add to or to omit, or otherwise vary, the Goods or the scope or execution of the Services. Where the Supplier receives any such direction from the Company which would occasion an amendment to the Agreement, the Supplier shall, without delay, advise the Company in writing of the alteration in price, provided that such price alteration is determined at the same level of pricing as that contained in the Purchase Order, and any other impact of the change on the Agreement.

12.2 Provided the Company accepts in writing any variation to the Agreement in price or otherwise given in accordance with clause 12.1 or any alteration to the delivery or performance schedule, the Supplier shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the previous Purchase Order.

13. CANCELLATION

13.1 For the purposes of this clause 13 "an Intervening Event" shall be any of the following:

(a) the ability of the Company to accept delivery of the Goods is delayed, hindered or prevented by circumstances beyond its reasonable control;

(b) the Supplier commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so;

(c) the Supplier repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;

(d) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(e) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier;

(h) the holder of a qualifying floating charge over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the Supplier;

(j) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;

(k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 14.1(b) to condition 13.2(k) (inclusive);

(l) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(m) there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010).

13.2 In addition to the Company's other rights of cancellation under this Agreement, the Company may cancel the Purchase Order and any amendment thereto (in each case, in whole or in part) at any time by sending the Supplier a notice of termination up to and including 7 days after receipt of the Goods or such later period as agreed between the Supplier and the Company.

13.3 If cancellation occurs under clause 13.2, the Company shall pay all sums due under clause 11.2 and that payment shall be the Supplier's sole compensation for termination.

13.4 Where the Agreement involves the provision of Services, the Agreement shall terminate automatically on completion of the Services.

13.5 Subject to clause 13.6, if there is an Intervening Event, the Company may defer or cancel any further deliveries or Services, stop any goods in transit and terminate the Agreement without liability to the Supplier.

13.6 Termination of this agreement by the Company pursuant to clause 13.5 shall not affect any rights, remedies, obligations or liabilities of the Company that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

13.7 Cancellation by the Supplier will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting in the Company by reason of such cancellation will be paid by the Supplier to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing and signed by a director of the Company.

13.8 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 The Supplier assigns to the Company, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables).

14.2 At its own expense, the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Agreement, including securing for the Company all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Company in accordance with clause 14.1.

14.3 To the extent that any Intellectual Property Rights necessary (or, in the opinion of the Company, desirable) for the Company's use of the Goods and/or Services are not transferred pursuant to clause 14.1, the Supplier hereby grants to Company a non exclusive, irrevocable, perpetual, royalty free license (with the right to grant sub-licenses and to be transferable) to use any Intellectual Property Rights owned by the Supplier and shall procure such grant of any Intellectual Property Rights owned by a third party, necessary for the maintenance, repair, modification, refurbishment and overhaul of the Goods and including the rights to use, copy, modify, translate, adapt and disclose such Intellectual Property Rights for the said purposes

14.4 The Supplier shall obtain waivers of any moral rights in the products of the Services (including the Deliverables) 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.

15. INDEMNITY & INSURANCE

15.1 The Supplier shall indemnify and hold the Company harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Company as a result or in connection with:

(a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use, manufacture or supply of the Goods and/or the products of the Services (including the Deliverables); or

(b) defective workmanship, quality, or materials in or in relation to the Goods or any product of the Services (including the Deliverables); or

(c) any breach by the Supplier of its obligations under clauses 5.9 or 5.10; or

(d) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or the provision of the Services or the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Agreement by the Supplier howsoever arising.

15.2 If and to the extent that the Supplier provides Subcontracted Services pursuant to the Agreement, then:

(a) the Supplier agrees that it has full knowledge of the Main Contract and that the Company has made available for inspection to the Supplier a copy of the Main Contract:

(b) insofar as the Company's obligations under the Main Contract relate and/or apply to the Subcontracted Services (or any part of them), the Supplier observes, performs and complies with all of those obligations and indemnifies the Company against all losses, claims, demands, costs and expenses incurred or suffered by the Company (including all claims for liquidated damages) as a result of (i) any breach, non-observance or non-performance by the Supplier or its employees, agents or subcontractors of any provisions of the Main Contract and (ii) any act or omission of the Supplier (or its employees, agents or subcontractors) which involves the Company in any liability under and/or in relation to the Main Contract.

15.3 The Supplier shall, at its expense, hold satisfactory insurance cover with a reputable insurer to fulfil the Supplier's insurance obligations for the duration of this Agreement, and for seven years after its termination or expiration, including public liability and product liability insurance cover of (in each case) at least £5,000,000 (five million pounds sterling). The Supplier shall effect insurance against all those risks arising from the Supplier's indemnity. Satisfactory evidence of such insurance and payment of current premiums shall be provided to the Company upon request.

15.4 The Supplier shall as soon as reasonably practicable repair or replace all Goods without additional cost to the Company which are or become defective and, where such defects occur under proper usage. Repairs and replacements shall themselves be subject to the foregoing obligations including after reinstallation or passing of tests (if any) whichever is appropriate. Neither the above nor anything contained in these Terms shall limit or impair any statutory or any other rights that the Company may have.

16. CONFIDENTIALITY & THE COMPANY'S PROPERTY

16.1 The Supplier 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 Supplier by the Company or its agents, and any other confidential information concerning the Company's business or its products which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the Supplier's obligations to the Company and shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind the Supplier.

16.2 All materials, equipment, tools, copyright, rights in designs and any other Intellectual Property Rights in all drawings, specifications and data supplied by the Company to the Supplier shall at all times be and remain the exclusive property of the Company, and shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company, and shall not be disposed or used other than in accordance with the Company's written instructions or authorisation. The Supplier shall return all copies of any such material to the Company immediately on the Company's first written request.

16.3 If the Supplier shall in any way acquire any rights or title in respect of the Intellectual Property Rights of the Company, it shall forthwith take such steps as may be required by the Company to assign such rights or vest such title in the Company.

16.4 The Supplier shall promptly and fully notify the Company of any actual, threatened or suspected infringement of any of the Company's Intellectual Property Rights which comes to the Supplier's notice.

16.5 The provisions of this clause 16 shall survive termination of the Agreement, howsoever arising.

17. ANTI-BRIBERY COMPLIANCE

17.1 The Supplier shall:

(a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) have and shall maintain in place throughout the term of this agreement its own policies and to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

(d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement.

17.2 For the purpose of this clause 17, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) and section 8 of that Act respectively. For the purpose of this clause 20, a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

17.3 The undertakings specified in clause 17.1 constitute minimum and not maximum standards for the Supplier. Where the provisions of law or the requirements of such undertakings address the same matters, the Supplier shall apply the provision or fulfil the undertaking that affords the greater protection.

18. FORCE MAJEURE

The Company may defer the date of delivery or payment, or cancel the Agreement or reduce the amount of Goods ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport or telecommunication network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 The Supplier shall not, without the prior written consent of the Company and subject to any conditions which the Company may (at its sole discretion) impose, assign, transfer, charge, sub- contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

19.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement to a member of its Group.

20. THIRD PARTY RIGHTS

No one other than a party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

21. NO PARTNERSHIP OR AGENCY

21.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person

22. NO WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. SEVERANCE

23.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

23.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. ESCALATION

24.1 Subject as may be provided elsewhere in this agreement, all disputes, differences or questions arising in relation to this agreement shall be referred in the first instance to the operations manager of each of the Supplier and the Company who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within one calendar month.

24.2 If the operations managers fail to resolve the matter within one calendar month, it shall be referred to the managing director of each of the Supplier and the Company, who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within one calendar month.

24.3 If the managing directors fail to resolve the matter within one calendar month, then either party may refer the dispute to an appropriate court or tribunal, or may (at its discretion) opt for mediation (in which case such an election shall bind the other party until a conclusion is made or the mediator rejects the case).

24.3 Any reference to mediation shall be made in accordance with the procedures of the Centre for Effective Dispute Resolution (CEDR). The mediation shall be conducted by a single mediator appointed by the parties or, if the parties are unable to agree on the identity of the mediator within fourteen (14) days after the date of the request that the dispute be resolved by mediation, or if the person appointed is unable or unwilling to act, the mediator shall be appointed by CEDR on the application of either party. The mediation shall be conducted in English at the offices of CEDR in London or such other location as the Supplier may specify. Mediation is without prejudice to the rights of the parties to the injunctive relief or to the rights of the parties in any future proceedings.

25. NOTICES

25.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.

25.2 Any notice shall be deemed to have been received:
(a) if delivered by hand, on signature of a delivery receipt; or
(b) 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 at the time recorded by the delivery service.

25.3 Notices under this agreement shall not be validly served by email provided that this clause 25 shall not apply to day-to-day communications between the Supplier and the Company.

26. GOVERNING LAW & JURISDICTION

26.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to this agreement. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (INCOTERMS) shall apply but where they conflict with this agreement, this agreement shall prevail.

26.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and waives any objection which it may have now or in the future to the courts of England and Wales being nominated for the purpose of this clause 27 on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

26.3 Each party submits to the non-exclusive jurisdiction of the courts of England and Wales for the purposes of:

(a) enforcing any judgment or award made by the courts of England and Wales; or

(b) seeking emergency injunctive relief in any territory where the other party has disclosed or threatens or is likely to disclose any Confidential Information in breach of this agreement, in order to prevent, restrain or curtail such disclosure, or to prevent, restrain or curtail the infringement or unauthorised use of any of its Intellectual Property Rights.

SCHEDULE 1
SERVICES

[Description of Services to be provided under this agreement.]

SCHEDULE 2
PROJECT PLAN

SCHEDULE 3
CHARGES FOR SERVICES

[Description of charges for Services to be provided under this agreement.]