

## Terms and Conditions for the purchase of goods by Charles Bentley & Son Limited

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

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

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 16.8.

**Contract:** the contract between the Customer and the Supplier for the supply of Goods in accordance with these Conditions.

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

**Customer:** Charles Bentley & Son Limited a company incorporated and registered in England and Wales with company number 01409627 whose registered office is at 1 Monarch Way, Loughborough LE11 5TP.

**Customer Materials:** all materials, equipment, tools, injection moulds, drawings, specifications and data supplied by the Customer to the Supplier, together with all tooling or injection moulds produced by the Supplier for the Customer for the production of the Goods or parts thereof.

**Data Protection Legislation:** all applicable laws, regulations, directives and codes of practice relating to the Processing of Personal Data and privacy including, but not limited to the Data Protection Act 2018, the General Data Protection Regulation ((EU)2016/679) ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the Electronic Communications Data Protection Directive (2002/58/EC) including any relevant primary, subordinate or implementing laws, regulations, directives, or codes of practice and any replacement/subsequent European and/or UK legislation, as amended from time to time.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods in any form or media, including drawings, maps, plans, diagrams, designs, tooling, pictures, computer programs, data, specifications and reports (including drafts).

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

**Goods Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Mandatory Policies:** the Customer's business policies and codes listed in the Schedule (as updated by the Customer from time to time).

**Order:** the Customer's order for the supply of Goods, as set out in the Customer's purchase order form.

**Supplier:** the person or firm from whom the Customer purchases the Goods and/or Services.

The terms **Data Controller, Data Processor, Data Subject, Personal Data and Process** shall have the meanings prescribed to them by the Data Protection Legislation.

## 1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes fax and email.

## 2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or

(b) any act by the Supplier consistent with fulfilling the 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.

### **3. Supply of Goods**

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) 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 judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 24 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- (e) be fully tested and certified with all appropriate testing certificates retained by the Supplier, but made available to the Customer on request.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Supplier shall complete the Customer's Supplier Questionnaire from time to time, and ensure that it meets, at all times, the Customer's Mandatory Policies.

3.4 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.5 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.6 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.7 The Supplier will give three months' written notice of any increase in price of Goods which may apply to repeat or future orders for the same Goods.

#### 4. Delivery of Goods

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier; and
- (d) where goods are to be delivered by the Supplier (where the Supplier is located outside the UK) into the UK:
  - (i) all export documentation from the Supplier's location is provided to the Customer, is accurate and complete, and supplied prior to shipment of the Goods or any part thereof; and
  - (ii) all import documentation necessary for the importation of the Goods into the UK is provided to the Customer, is accurate and complete, and supplied prior to shipment of the Goods or any part thereof.
- (e) All transportation, packaging and containers (as the case may be) is environmentally compliant and fumigated (where required), with fumigation certification provided to the Customer.

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or, if no such date is specified, as and when requested by the Customer;
- (b) to the Customer's premises at Monarch Way, Loughborough LE11 5TP or such other location as is set out in the Order or as instructed by the Customer before delivery (**Delivery Location**); and
- (c) during the Customer's normal hours of business on a Business Day, or as instructed by the Customer.

- 4.3 The date for delivery of Goods under clause 4(a) may be amended by the Customer so as to allow:
- (a) The date specified in the Order to be changed; and/or
  - (b) For an Order to be delivered by instalments at the request of the Customer; and/or
  - (c) The Order to be prioritised over other orders of the Customer with the Supplier.
- 4.4 The Supplier will co-operate with all requests from the Customer for the Order to be consolidated with other orders of the Customer (whether from the Supplier or other suppliers of the Customer), including but not limited to consolidation of shipping containers.
- 4.5 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. The Customer may at its discretion decline a delivery where the Supplier has failed to comply with this clause 4.
- 4.6 Unless other agreed in writing by the Customer, the Supplier may not deliver more or less than the quantity of Goods ordered.
- 4.7 The Customer may request delivery of the Goods in instalments over a 12 month period from the date of Order. Where 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 5.1.
- 4.8 Title and risk in the Goods shall pass to the Customer on completion of delivery.

## **5. Customer remedies**

- 5.1 If the Supplier fails to deliver the Goods by the applicable date, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - (b) to refuse to accept delivery of the Goods which the Supplier attempts to make;
  - (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party;
  - (d) to require a refund from the Supplier of sums paid in advance for Goods that it has not delivered; and

- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

5.2 If the Goods are not delivered by the applicable date, the Customer may, at its option, claim or deduct 3% of the price of the Goods for each week's delay (or part thereof) in delivery by way of liquidated damages, up to a maximum of 15% of the total price of the Goods. If the Customer exercises its rights under this clause 5.2 it shall not be entitled to any of the remedies set out in clause 5.1 in respect of the Goods' late delivery.

5.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) 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;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

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

5.5 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

## **6. Customer's obligations**

6.1 The Customer shall:

- (a) provide such necessary information for the production and delivery of the Goods as the Supplier may reasonably request; and

- (b) provide any requests for revised delivery dates under clause 4.3 as soon as reasonably practicable.

## **7. Charges and payment**

### **7.1 The price for the Goods:**

- (a) shall be the price set out in the Order; and
- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer; and
- (c) shall be paid in the currency set out in the Customer's purchase order form.

7.2 In respect of the Goods, the Supplier shall invoice the Customer on or within a reasonable time of the Supplier's shipping the Goods (save in respect of UK manufactured Good, which shall be after completion of delivery). 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, weights and units data, export documentation and import documentation.

7.3 In consideration of the supply of Goods by the Supplier, and unless otherwise agreed in writing, the Customer shall pay the invoiced amounts within 60 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

7.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.

7.5 The Supplier shall maintain complete and accurate records of the manufacture and/or supply of the Goods, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

7.6 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **8. Intellectual property rights**

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Goods (other than Intellectual Property Rights expressly reserved or agreed in writing by the Customer) shall be owned by the Customer.
- 8.2 Without prejudice to clause 8.1, to the extent that Intellectual Property Rights may be owned by the Supplier, the Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables for the manufacture and sale of the Goods and the use of the Deliverables.
- 8.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Goods to the Customer.
- 8.4 All Customer Materials are the exclusive property of the Customer. The Customer Materials are for the exclusive benefit of the Customer, and shall not be used by the Supplier for the benefit of any third party.

## **9. Data Protection**

- 9.1 Both parties shall comply with, and shall ensure that all Personal Data is Processed in accordance with, all applicable requirements of the Data Protection Legislation. This clause 9.1 is in addition to, and does not relieve, remove, or replace a party's obligations under the Data Protection Legislation.
- 9.2 Where the Customer provides the Supplier with any Personal Data for the purposes of facilitating delivery of Goods to the Delivery Location (the "Processed Data") the parties acknowledge that the Customer is the Data Controller and the Supplier is the Data Processor.
- 9.3 The processing of the Processed Data by the Supplier shall be strictly limited to its storing and use as required for the delivery of the Goods and to its erasure once that delivery has been completed. The Supplier shall process the Processed Data solely as required for the purpose of delivering the relevant Goods and not for any other purpose.
- 9.4 The processing of the Processed Data by the Supplier is necessary for the performance of a contract between the Data Subject and the Customer and/or is in the legitimate interests of the Customer.

- 9.5 The Processed Data shall be limited to the Data Subject's name, address, contact details and purchase history and shall relate to individuals who have purchased Goods from the Customer.
- 9.6 Without prejudice to the generality of clause 9.1, the Supplier shall, in relation to any Processed Data:
- (a) Process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the national laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to Process Personal Data ("Applicable Laws"). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for Processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
  - (b) ensure that it has in place appropriate technical and organisational measures to (i) ensure that the Processing of the Processed Data meets the requirements of the Data Protection Legislation and protects the rights of the Data Subject and (ii) protects against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or Process Processed Data are obliged to keep the Processed Data confidential;
  - (d) not transfer any Processed Data outside of the European Economic Area unless (i) the prior written consent of the Customer has been obtained and the Supplier has provided appropriate safeguards in relation to the transfer, (ii) the Data Subject has enforceable rights and effective legal remedies (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Personal Data.
  - (e) assist the Supplier, free of charge, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection

Legislation with respect to the rights of the Data Subject, security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer delete or return the Processed Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Processed Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and allow for audits by the Customer or the Customer's designated auditor.

9.7 The Customer consents to the Supplier appointing couriers or similar delivery service providers as third-party processors of the Processed Data. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 9. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 9.8.

9.8 The Supplier will immediately notify the Customer if, in the Supplier's opinion, any instructions given by the Customer in connection with the sharing of Personal Data with the Supplier violate the Data Protection Legislation.

9.9 The Supplier shall provide the Customer with full co-operation and assistance in ensuring compliance with the obligations laid down in Articles 32 to 36 of GDPR.

9.10 In case the Data Protection Legislation changes in a way that this clause 9 is no longer adequate for the purpose of governing lawful data processing exercises, the Parties will negotiate in good faith to review the agreement in light of such new legislation.

9.11 Where the Supplier is based outside the European Economic Area and in a country in respect of which the European Commission has not issued an adequacy decision, and where it is necessary for the Supplier to Process Personal Data on behalf of the Customer, the parties shall enter into a Data Transfer Agreement which shall incorporate the then current standard contractual clauses for the transfer of personal data to processors established in third countries issued by the European Commission from time to time.

## **10. Indemnity**

10.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential

losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

- (a) 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 (excluding the Customer Materials);
- (b) 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 the Goods, as delivered, or the Deliverables; and
- (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered.
- (d) any cost, claims, charges, damages, fines, expenses or losses incurred by the Customer or for which the Customer may become liable due to any failure by Supplier or its employees or agents to comply with any of its obligations under clause 9 above.

10.2 This clause 10 shall survive termination of the Contract.

## **11. Insurance**

During the term of the Contract and for a period of 6 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.

## **12. Confidentiality**

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

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

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

### **13. Termination**

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

- (a) with immediate effect by giving written notice to the Supplier if:
  - (i) there is a change of control of the Supplier; or
  - (ii) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - (iii) the Supplier commits a breach of clause 5.3,
- (b) for convenience by giving the Supplier three months' written notice.

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

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so. For the avoidance of any doubt any breach of clause 9 shall constitute a material breach for the purposes of this clause 13.2;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

### **14. Consequences of termination**

14.1 On termination of the Contract, 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 enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 14.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **15. Force majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

## **16. General**

### **16.1 Assignment and other dealings.**

- (a) The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.

### **16.2 Notices.**

- (a) Any notice or other communication given to a party under or in connection with the 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 (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Order (or the in the case of the Supplier, the Supplier's primary email address or an email address provided to the Customer from the Supplier's representative).
- (b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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; if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.2(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**16.3 Severance.** If any provision or part-provision of the Contract 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 the Contract.

**16.4 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**16.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**16.6 Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**16.7 Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**16.8 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

**16.9 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## **Schedule 1 Mandatory Policies**

The Mandatory Policies are:

- The Customer's Standards for Suppliers
- Modern Slavery and Human Trafficking Policy
- Corporate and Social Responsibility Policy
- Anti-Bribery and Anti-Corruption Policy
- Ethics Policy
- The ETI Base Code
- Data and Privacy Policy