

- 1.1 Definitions**
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 16.9.
Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Customer: the person or firm who purchases the Goods and/or Services from the Supplier.
Deliverables: the deliverables set out in the Order.
Delivery Location: has the meaning set out in clause 4.2
Force Majeure Event: means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport 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 subcontractors.
Goods: the goods (or any part of them) set out in the Order.
Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing, and signed, by the Customer and the Supplier.
Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including 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.
Order: the Customer's order for the supply of Goods and/or Services, as set out on the Customer's purchase order form.
Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.
Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.
Supplier: Remsdaq Limited registered in England and Wales with company number 03417251.
Supplier Materials: has the meaning set out in clause 8.1(g).
Remsdaq manufactured Goods: means all printed circuit boards designed and manufactured by the Supplier.
- In these Conditions, a reference to writing or written includes faxes and attachments to email.
- 2. BASIS OF CONTRACT**
- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue, unless such extended period is agreed by the Supplier in writing.
- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.8 A minimum order charge of £75, or equivalent where a different currency has been agreed in writing by the Supplier, is applicable to each Order placed by the Customer
- 2.9 Should the Customer wish to cancel the Contract, the Supplier reserves the right, at its sole discretion, to invoice the Customer up to a maximum of 75% of the Contract price as a cancellation charge (Cancellation Charge). The Cancellation Charge shall be paid in accordance with the invoice terms. Should the Cancellation Charge invoice not be paid, it shall be classified as a debt and may be recovered as the same.
- 3. GOODS**
- 3.1 The Goods are described in Supplier sales literature, standard product datasheets and/or bid proposal as modified by any applicable Goods Specification
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.
- 3.4 Where software is supplied by the Supplier to the Customer pursuant to an Order for the same, the Customer agrees that it shall not, without the prior written consent of the Supplier: (a) take or permit to be taken any copies of the software; (b) decipher or analyse the software, (c) make any alterations or permit any alterations to be made to the software; (d) disclose any confidential information supplied with or contained in the software to any third party. All intellectual property rights in the software shall remain with the Supplier or, where the software is supplied by a third party supplier, with the third party supplier.
- 4. DELIVERY OF GOODS**
- 4.1 The Supplier shall ensure that:
 (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 (b) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Customer acknowledges and agrees that all prices are quoted Ex Works (Supplier's premises), unless otherwise agreed in writing and signed by the Supplier, and the Customer shall collect the Goods from the Supplier's premises at Parkway, Deeside Industrial Park CH5 2NL, or such other location as may be advised by the Supplier before delivery (Delivery Location), within 2 Business Days of the Supplier notifying the Customer that the Goods are ready for collection.
- 4.3 Subject to the provisions of clause 4.6, delivery of the Goods shall be completed when the Customer collects the Goods pursuant to clause 4.2.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Customer fails to accept or take delivery of the Goods within 2 Business Days of the Supplier notifying the Customer that the Goods are ready for collection, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
 (a) delivery of the Goods shall be deemed to have been completed at 8.30 am on the 3rd Business Day following the day on which the Supplier notified the Customer that the Goods were ready for collection; and
 (b) the Supplier shall store the Goods until delivery takes place, and may at its discretion charge the Customer for all related costs and expenses (including insurance).
- 4.7 If, 30 Business Days after the Supplier notified the Customer that the Goods were ready for delivery, the Customer has not accepted or taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and charge the Customer for the cost of storage and other selling costs as well as any shortfall between the price that the Goods are disposed of and the price of the Goods under the Contract.
- 4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5. QUALITY OF GOODS**
- 5.1 The Supplier warrants that on delivery, and for a period of 36 months from the date of delivery, or such other period which has been agreed in writing and has been signed by the Supplier ("Warranty Period"), Remsdaq manufactured Goods shall:
 (a) conform in all material respects with their description; and
 (b) be free from material defects in design, material and workmanship.
- 5.2 Subject to clause 5.3, if:
 (a) the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Remsdaq manufactured Goods do not comply with the warranty set out in clause 5.1; and
 (b) the Customer (if asked to do so by the Supplier) returns such Remsdaq manufactured Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Remsdaq manufactured Goods, or refund the price of the defective Remsdaq Manufactured Goods in full. No advance replacements will be made, unless agreed in writing by the Supplier.
- 5.3 The Supplier shall not be liable for the Remsdaq manufactured Goods' failure to comply with the warranty in clause 5.1 if:
 (a) the Customer makes any further use of such Remsdaq manufactured Goods after giving a notice in accordance with clause 5.2;
 (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Remsdaq manufactured Goods or (if there are none) good trade practice;
 (c) the defect arises as a result of the Supplier following any drawing, design or Goods specification supplied by the Customer;
 (d) the Customer alters or repairs such Remsdaq manufactured Goods without the written consent of the Supplier;
 (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 (f) the Remsdaq manufactured Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Remsdaq manufactured Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Remsdaq manufactured Goods supplied by the Supplier under clause 5.2. For the avoidance of doubt, any repaired or replaced Remsdaq manufactured Goods will have the benefit of the warranty for the remainder of the Warranty Period only.
- 5.6 All Goods, other than Remsdaq manufactured Goods, shall be subject to a 12 month warranty, in accordance with the terms of this clause 5, from the date of delivery and where the context dictates in this clause 5 "36 months" shall be replaced with "12 months" and "Remsdaq manufactured Goods" shall be replaced by "Goods".
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
 (a) the Goods; and
 (b) any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.
- 6.3 Unless the Goods have been resold or used by the Customer in the ordinary course of its business or until title to the Goods has passed to the Customer, the Customer shall:
 (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
 (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1; and
 (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1 (b) – (e), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been sold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. SUPPLY OF SERVICES**
- 7.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Supplier shall use reasonable endeavours to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable skill and care.
- 8. CUSTOMER'S OBLIGATIONS**
- 8.1 The Customer shall:
 (a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 (b) co-operate with, and not obstruct in any way, the Supplier in all matters relating to the Services;
 (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 (d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 (e) prepare the Customer's premises for the supply of the Services;
 (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 (g) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
 (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it

- from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
9. **CHARGES AND PAYMENT**
- 9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods is inclusive of standard packaging costs but is exclusive of all costs and charges of insurance of the Goods, which shall be borne by the Customer, and non-standard packaging and transport of the Goods, which shall be paid by the Customer when it pays for the Goods. Furthermore the price of the Goods is exclusive of all costs and charges for certificates of conformance, certificates of origin and/or any other documentation which may be required by the Customer. Where such documentation is required, the Customer shall notify the Supplier of the same and the Supplier will use reasonable endeavours to obtain a price for obtaining such documentation, and the Customer will pay for the same.
- 9.2 The charges for Services shall be on a time and materials basis:
- (a) the charges shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the quotation provided by the Supplier or, where rates are not provided in a quotation, the Supplier's standard daily fee rates as may be modified from time to time which are available upon request from the Supplier;
- (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of a seven and a quarter hour day from 8:30 am to 4:30 pm (with 45 minutes for lunch) worked on Business Days;
- (c) the Supplier shall be entitled to charge an overtime rate of up to:
- (i) 150% of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals outside the hours referred to in 9.2 (b) above; and
- (ii) 200% of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals on a day other than a Business Day.
- (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, such as air fares, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials. Such expenses and costs will also include the Supplier's reasonable administration costs.
- 9.3 The Supplier reserves the right to:
- (a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase; and
- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.4 In respect of Goods, the Supplier may invoice the Customer at the time the Supplier notifies the Customer that the Goods are available for collection or at any time thereafter or in such other way as may be agreed in writing by the Supplier and the Customer. In respect of Services, the Supplier shall invoice the Customer monthly in arrears or in such other way as may be agreed in writing by the Supplier and the Customer.
- 9.5 Subject to the Supplier granting the Customer an approved credit account in writing, the Customer shall pay each invoice submitted by the Supplier:
- (a) within 30 days of the date of the invoice; and
- (b) in full cleared funds to a bank account nominated in writing by the Supplier.
- Time for payment shall be of the essence of the Contract. For the avoidance of doubt, the Supplier may at any time, in its sole discretion, withdraw or amend the approved credit account of the Customer. If the Customer has not been granted an approved credit account, payment will be due upon notification from the Supplier that the Goods are ready for collection or despatch and the Goods will not be released until payment is received and in the case of Services payment will be due upon the date of invoice.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value 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 Services or Goods at the same time as payment is due for the supply of the Services or Goods. In respect of Goods being exported, the invoice may be zero rated in respect of VAT.
- 9.7 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Barclay Bank plc's or HSBC Bank plc's (whichever is higher) base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly. Furthermore, all reasonable costs and expenses, including but not limited to legal expenses, incurred in recovering any monies due and owing to the Supplier from the Customer, shall be payable by the Customer.
- 9.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 9.9 The Supplier may terminate a Contract and/or stop the supply of any Goods to a Customer where payments are overdue or for any other reason which, at the discretion of the Supplier, warrants such action.
10. **INTELLECTUAL PROPERTY RIGHTS**
- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 10.3 All Supplier Materials are the exclusive property of the Supplier.
11. **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. This clause 11 shall survive termination of the Contract.
12. **LIMITATION OF LIABILITY**
- 12.1 NOTHING IN THESE CONDITIONS SHALL LIMIT OR EXCLUDE THE SUPPLIER'S LIABILITY FOR:
- (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS;
- (B) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (C) BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION);
- (D) BREACH OF THE TERMS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 (TITLE AND QUIET POSSESSION); OR
- (E) DEFECTIVE PRODUCTS UNDER THE CONSUMER PROTECTION ACT 1987.
- 12.2 SUBJECT TO CLAUSE 12.1:
- (A) THE SUPPLIER SHALL NOT BE LIABLE TO THE CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OF PROFIT, OR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH THE CONTRACT (INCLUDING ANY LOSSES THAT MAY RESULT FROM A DELIBERATE BREACH OF THE CONTRACT BY THE SUPPLIER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS); AND
- (B) THE SUPPLIER'S TOTAL LIABILITY TO THE CUSTOMER IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THE CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, INCLUDING LOSSES CAUSED BY A DELIBERATE BREACH OF THE CONTRACT BY THE SUPPLIER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS SHALL NOT EXCEED AN AMOUNT EQUAL TO **100% OF THE CONTRACT PRICE.**
- 12.3 **EXCEPT AS SET OUT IN THESE CONDITIONS, ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.**
- 12.4 **THIS CLAUSE 12 SHALL SURVIVE TERMINATION OF THE CONTRACT.**
13. **TERMINATION**
- 13.1 Without limiting its other rights or remedies, each 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 its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
- (b) the other party 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party 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 other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) 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 other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party; or
- (e) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 13.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:
- (a) by giving the Customer 1 months' written notice;
- (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if: the Customer fails to pay any amount due under this Contract on the due date for payment; or the Customer becomes subject to any of the events listed in 13.1 (b) – (e), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
14. **CONSEQUENCES OF TERMINATION**
- On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) 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 or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
15. **INSURANCE**
- 15.1 The Supplier holds at least the minimum level of insurance cover that companies are required to hold by law.
16. **GENERAL**
- 16.1 **Anti-bribery**
- The Customer and the Supplier shall comply with all applicable anti-bribery and anti-corruption legislation including, without limitation, the Bribery Act 2010 and any applicable European Union Directives.
- 16.2 **Force majeure:**
- (a) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (b) If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 8 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 16.3 **Assignment and subcontracting:**
- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.4 **Notices:**
- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- (c) This clause 16.4 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.
- 16.5 **Waiver and cumulative remedies:**
- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 16.6 **Severance:**
- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16.7 **No partnership:**
- 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.
- 16.8 **Third parties:**
- A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.9 **Variation:**
- Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.
- 16.10 **Governing law and jurisdiction:**
- This Contract is governed by English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.