

## NFU ENERGY LTD TERMS AND CONDITIONS OF SUPPLY

These conditions set out the terms on which NFU Energy Ltd, trading as NFU Energy (“the Supplier”) has agreed to supply services to you “the Customer” as named in the Order Form.

### 1. Definitions

In these conditions the following definitions apply:

**Bribery Laws** means the Bribery Act 2010 and all other applicable UK legislation,

**Business Day** means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for nonautomated business in England;

**Conditions** means the Supplier’s terms and conditions of supply set out in this document;

**Confidential Information** means any commercial, financial or technical information, information relating to the Services, plans, reports, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

**Contract** means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions, the Order Form, the Quotation and the Letter of Authority.

**Customer** means the person who purchases the Services from the Supplier and whose details are set out in the Order Form;

**Force Majeure** means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier’s or its suppliers’ workforce, but excluding the Customer’s inability to pay or circumstances resulting in the Customer’s inability to pay;

**Intellectual Property Rights** means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;

**Letter of Authority** means the letter sent to the Customer authorising the Supplier to act on the Customer’s behalf in the provision of the Services outlined in the agreement.

**Location** means the address(es) for performance of the Services as set out in the Order Form;

**Modern Slavery Policy** means the Supplier’s anti-slavery and human trafficking policy in force and notified to the Customer from time to time;

**Order Form** means the order for the Services from the Supplier placed by the Customer as set out in the Customer’s order form;

**Price** has the meaning set out in clause 3;

**Services** means the Services set out in the Order Form and to be performed by the Supplier for the Customer;

**Specification** means the description or specification of the Services set out or referred to in the Order Form

**Supplier** means NFU Energy Ltd Registered address: Agriculture House, Stoneleigh Park, Kenilworth, Warwickshire, England, CV8 2TZ Registered in England and Wales. Company Number: 04056474 VAT Registration Number: 754 1246 42;

**VAT** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions, unless the context requires otherwise:

1.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;

1.2.2 a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;

1.2.3 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;

1.2.4 a reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.5 a reference to a gender includes each other gender;

1.2.6 words in the singular include the plural and vice versa;

1.2.7 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; 1.2.8 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form.

1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;

1.2.10 a reference to legislation includes all subordinate legislation made from time to time under that legislation.

### 2 Application of these Conditions

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.3 No variation of these Conditions or to an Order Form or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.

2.4 Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to these Conditions.

2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.

2.6 The offer constituted by an Order shall remain in effect and be capable of being accepted by the Supplier for 30 Calendar Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.

2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:

2.7.1 the Supplier's written acceptance of the Order; or

2.7.2 the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).

2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.9 The Supplier may issue quotations to the Customer. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.

2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

### **3 Price**

3.1 The price for the Services shall be as set out in the Order Form or, in default of such provision, as advised by the Supplier before the date the Order is made/calculated in accordance with the Supplier's scale of charges in force from time to time'.

3.2 The Prices are exclusive of:

3.2.1 carriage, packing, customs, duties and insurance which shall be charged in addition at the Supplier's standard rates, and

3.2.2 VAT (or equivalent sales tax).

3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

3.4 The Supplier may increase the Prices at any time by giving the Customer not less than 20 Business Days' notice in writing provided that the increase does not exceed 10% of the Prices in effect immediately prior to the increase.

3.5 Notwithstanding clause 3.4, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 5% and which is due to any factor beyond the control of the Supplier.

### **4 Payment**

4.1 The Supplier shall invoice the Customer for the Services at any time after performance of the Services.

4.2 The Customer shall pay all invoices:

4.2.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and

4.2.2 to the bank account nominated by the Supplier.

4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of HSBC from time to time in force,

4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

### **5 Credit limit**

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

### **6 Performance**

6.1 The Customer shall make such premises available for the Supplier so that the Supplier is able to make the Services available to be performed within the period set out in the Order Form.

6.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order Form.

6.3 The Supplier may perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.4 Time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.

6.5 The Supplier shall not be liable for any delay in or failure of performance caused by:

6.5.1 The Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with the Supplier's instructions OR as required for performance of the Services or (iii) provide the Supplier with adequate instructions for performance or otherwise relating to the Services;

6.5.2 Force Majeure

## **7 Warranty**

7.1 The Supplier warrants that, for a period of six months from performance (the Warranty Period), the Services shall:

7.1.1 conform in all material respects to their description and the Specification;

7.1.2 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13;

7.1.4 be fit for purpose and any purpose held out by the Supplier and set out in the Order Form;

7.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

7.3 The Supplier shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 7.1, provided that:

7.3.1 the Customer serves a written notice on the Supplier not later than 10 Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and

7.3.2 such notice specifies that some or all of the Services do not comply with clause 7.1 and identifies in sufficient detail the nature and extent of the defects; and

7.3.3 the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.

7.4 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

7.5 Except as set out in this clause 7:

7.5.1 the Supplier gives no warranties and makes no representations in relation to the Services; and 7.5.2

shall have no liability for their failure to comply with the warranty in clause 7.1,

and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## **8. Customer Obligations**

8.1 You shall promptly provide us with all information and assistance that we may reasonably require in connection with the performance of the Services.

8.2 Where the Services are to be provided at your premises or elsewhere than at our premises you shall make available free of charge all gas, electricity, heating and water required by us together with such facilities for the use of our employees and any third party contractors as shall be required in order to enable us to comply with relevant legislation concerning their health, safety and well-being and to perform the required Services.

8.3 You shall carry out any preparatory works specified in our quotation in good time to enable the Services to be supplied promptly and effectively.

8.4 You shall disclose to us the presence of any hazardous machinery or substance in any place where we are to provide the Services and to give us full information as to the nature of any such hazard. If you do not do so we may refuse to perform or to complete the Service without being under any further obligation to you.

8.5 You shall obtain any necessary consents or permits required from any local or governmental authority to enable the Services to be carried out.

## **9 Anti-bribery**

9.1 For the purposes of this clause 8 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

9.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

9.2.1 all of that party's personnel;

9.2.2 all others associated with that party; and

9.2.3 all of that party's subcontractors; involved in performing the Contract so comply.

9.3 Without limitation to clause 8.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

9.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 8.

## **10 Anti-slavery**

10.1 The Customer undertakes, warrants and represents that:

10.1.1 Neither the Customer nor any of its officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

10.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy

10.1.3 its responses to the Supplier's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and

10.1.4 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 9.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

10.2 Any breach of clause 9.1 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

## **11 Indemnity and insurance**

11.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs including legal fees and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

11.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to the Supplier the benefit of such insurance.

## **12 Limitation of liability**

12.1 The extent of the parties' liability under or in connection with the Contract regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation shall be as set out in this clause 11.

12.2 Subject to clauses 11.4 and 11.5, the Supplier's total liability shall not exceed the sum of 3 times the value of the order or £1million, whichever is the lesser amount

12.3 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for consequential, indirect or special losses.

12.4 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for any of the following whether direct or indirect: 12.4.1

Loss of profit;

12.4.2 loss of data;

12.4.3 loss of use;

12.4.4 loss of production;

12.4.5 loss of contract;

12.4.6 loss of opportunity;

12.4.7 loss of savings, discount or rebate whether actual or anticipated;

12.4.8 harm to reputation or loss of goodwill.

12.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

12.5.1 death or personal injury caused by negligence;

12.5.2 fraud or fraudulent misrepresentation;

12.5.3 any other losses which cannot be excluded or limited by applicable law; 12.5.4

any losses caused by wilful misconduct.

## **13 Intellectual property**

13.1 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs and expenses including reasonable professional fees incurred by it as a result of any action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party (IPR Claim), provided that the Supplier shall have no such liability if the Customer:

13.1.1 does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;

13.1.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;

13.1.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;

13.1.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;

13.1.5 does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.

13.2 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:

13.2.1 procure for the Customer the right to continue receiving the benefit of the relevant Services; or

13.2.2 modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to their Specification.

13.3 The Supplier's obligations under clause 12.1 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses,

damages, liability, costs and expenses including reasonable legal fees incurred by the Supplier in connection with any claim arising from such modification or use.

#### **14 Confidentiality and announcements**

14.1 The Customer shall keep confidential all Confidential Information of the Supplier [and of any Affiliate of the Supplier] and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

14.1.1 any information which was in the public domain at the date of the Contract;

14.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

14.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier [or by any Affiliate of the Supplier]; or

14.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

14.2 This clause shall remain in force in perpetuity from the date of the Contract and, if longer, three years after termination of the Contract.

14.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

#### **15 Force Majeure**

15.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

15.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and 15.1.2 uses best endeavours to minimise the effects of that event.

15.2 If, due to Force Majeure, a party:

15.2.1 is or shall be unable to perform a material obligation; or

15.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 10 business days or a total of more than 20 business days in any consecutive period of 40 business days; the other party may, within 20 business days, terminate the Contract on immediate notice OR the parties shall, within 20 business days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

#### **16 Termination**

16.1 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

16.1.1 the Customer commits a material breach of Contract and such breach is not remediable;

16.1.2 the Customer commits a material breach of the Contract which is not remedied within 10 business days of receiving written notice of such breach;

16.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within [30] days after the Supplier has given notification that the payment is overdue; or

16.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

16.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

16.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

16.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;

16.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

16.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

16.2.5 has a resolution passed for its winding up;

16.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding up or administration order is made against it;

16.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 10 business days of that procedure being commenced; 16.2.8 has a freezing order made against it;

16.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

16.2.10 is subject to any events or circumstances analogous to those in clauses 15.2.1 to 15.2.9 in any jurisdiction;

16.2.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 15.2.1 to 15.2.10 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

16.3 The Supplier may terminate the Contract any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.

16.4 The right of the Supplier to terminate the Contract pursuant to clause 15.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.

16.5 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under this clause 15, it shall immediately notify the Customer in writing.

16.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

### **17 Dispute resolution**

17.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 16.

17.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

17.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

17.3.1 within 10 business days of service of the notice, the department managers of the parties shall meet to discuss the dispute and attempt to resolve it.

17.3.2 if the dispute has not been resolved within 20 business days of the first meeting of the department managers, then the matter shall be referred to the directors (or persons of equivalent seniority). The directors (or equivalent) shall meet within 10 business days to discuss the dispute and attempt to resolve it.

17.4 The specific format for the resolution of the dispute under clause 16.3.1 and, if necessary, clause 16.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

### **18 Notices**

18.1 Any notice or other communication given by a party under these Conditions shall:

18.1.1 be in writing and in English;

18.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and 18.1.3

be sent to the relevant party at the address set out in the Contract

18.2 Notices may be given, and are deemed received:

18.2.1 by hand: on receipt of a signature at the time of delivery;

18.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

18.2.3 by Royal Mail International Tracked & Signed OR Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and

18.2.4 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and OR

18.2.5 by email provided confirmation is sent by first class post: on receipt of a delivery OR read receipt email from the correct address.

18.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 17.1 and shall be effective:

18.3.1 on the date specified in the notice as being the date of such change; or

18.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

18.4 All references to time are to the local time at the place of deemed receipt.

18.5 This clause does not apply to notices given in legal proceedings or arbitration.

### **19 Time**

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

### **20 Further assurance**

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

### **21 Entire agreement**

21.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

21.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

### **22 Variation**

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

### **23 Assignment**

23.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent which it may withhold or delay at its absolute discretion.

23.2 Notwithstanding clause 23.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

### **24 Set off**

24.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

24.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

### **25 No partnership or agency**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it.

### **26 Severance**

26.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

26.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision

### **27 Waiver**

27.1 No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

27.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

27.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

### **28 Compliance with law**

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

### **29 Conflicts within contract**

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

### **30 Costs and expenses**

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract and any documents referred to in it.

### **31 Third party rights**

31.1 Except as expressly provided for in clause 32.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

31.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

**32 Governing law**

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including noncontractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

**33 Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation including non-contractual disputes or claims.