



WITHERSLACK GROUP LIMITED – TERMS AND CONDITIONS OF PURCHASE
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1. INTERPRETATION

1.1 In these conditions:

BUYER means Witherslack Group Limited (registered in England and Wales under number 03579104).

CONDITIONS means these terms and conditions and any special terms agreed in Writing by the Buyer and the Supplier.

CONTRACT means the Purchase Order and the Supplier's acceptance of the Purchase Order.

GOODS means the goods (including any instalment of the goods or any parts of them and all relating documentation) which the

Supplier is to supply in accordance with these Conditions including goods supplied as part of a Service.

PROJECT PLAN means the timetable for performing the Services specified in the Purchase Order or otherwise agreed in writing between the Buyer and the Supplier.

PURCHASE ORDER means a document issued by the Buyer to the Supplier which constitutes the exclusive statement of the Buyer's offer to Supplier to purchase Goods and/or Services.

SERVICE means the service(s) (including any parts of the service) which the Supplier is to supply in accordance with these Conditions.

SERVICE LEVELS means the service levels for the Services, if any, specified in the Purchase Order or otherwise agreed in writing between the Buyer and the Supplier.

SPECIFICATION means the specification for the Goods and/or Services specified in the Purchase Order or otherwise agreed in writing between the Buyer and the Supplier.

SUPPLIER means the person to whom the Purchase Order is addressed.

WRITING includes email but not text messaging via a mobile phone.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. TERMS

2.1 This Purchase Order constitutes the exclusive statement of the Buyer's offer to the Supplier to purchase the Goods and/or Services subject to these Conditions.

2.2 These Conditions shall apply to this Purchase Order to the exclusion of any additional or different terms and conditions stated by Supplier in any quotation, confirmation of order, specification or other document and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.3 Acceptance of this Purchase Order by Supplier is strictly conditioned on acceptance of these Conditions.

2.4 This Purchase Order shall be deemed to be accepted on the earlier of (i) a written confirmation or acceptance issued and executed by the Supplier's representative; or (ii) by the Supplier providing the Goods and/or Services.

2.5 The Buyer's offer to purchase the Goods and/or Services shall lapse if the offer has not been accepted by the Supplier within 7 days of the Buyer making the offer.

3. DELIVERY

3.1 The date for delivery shall be specified in the Purchase Order, or if no such date is specified then delivery shall take place within 28 days of the Purchase Order. Time and date of deliveries are of the essence in this Purchase Order.

3.2 Unless otherwise agreed in Writing between the Supplier and the Buyer, the Goods shall be delivered, carriage paid, to the place of delivery as is specified by the Buyer on the Purchase Order. The Supplier shall off-load the Goods as directed by the Buyer and in accordance with the Buyer's health and safety policy.

3.3 The Buyer shall have the right to change its delivery instructions including the delivery date at any time by reasonable notice in writing to the Supplier.

3.4 Unless otherwise stipulated by the Buyer in the Purchase Order, deliveries shall only be accepted by the Buyer in school hours of 9am and 3.30pm on Mondays - Fridays.

3.5 Signature on behalf of the Buyer of a delivery note or other document presented for signature on delivery of the Goods is not evidence that the correct quantity or number of Goods have been delivered or that they otherwise meet the requirements of these Conditions or the Contract.

3.6 If the whole or any part of the Goods and/or Services are not delivered on the due date then, without prejudice to any other rights or remedies that the Buyer may have, the Buyer reserves the right to:

3.6.1 cancel the Contract in whole or in part;

3.6.2 refuse to accept any subsequent delivery of the Goods and/or Services which the Supplier attempts to make;

3.6.3 recover from the Supplier any expenditure reasonably incurred by the Buyer in obtaining the Goods and/or Services in substitution from another supplier; and

3.6.4 claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to deliver the Goods and/or Services on the due date.

3.7 If the Supplier fails to deliver Goods or perform Services in accordance with the stated time for delivery, the Supplier shall pay the Buyer on demand or the Buyer may deduct from its payments to the Supplier 1% of the price payable for such Goods or Services for each week's delay, up to a maximum of 10% as liquidated damages. The parties confirm that these sums represent a genuine pre-estimate of the Buyer's loss.

3.8 The Supplier shall not be allowed additional time outside of the time stated for delivery without the express written consent of the Buyer.



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- 3.9 Risk of loss shall pass to the Buyer once delivery of the Goods in an undamaged condition is complete (including off-loading).
- 3.10 The Supplier shall bear all risks and expenses for returning any rejected Goods or Goods requiring correction after notice of rejection including, but not limited to storage, freight, insurance, packing, materials and labour.
- 3.11 Delivery of the Goods must equal exact amounts ordered unless otherwise agreed in Writing by the Buyer. If the Goods are delivered to Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 3.12 The Buyer shall be not deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

4. TERM OF CONTRACT FOR SERVICES ONLY

The Contract for Services shall come into force on the date and continue for the contract term specified in the Purchase Order or otherwise agreed in writing between the Buyer and the Supplier. If no commencement date is so specified or agreed, the Contract shall come into force on the date the Services are first performed. If no contract term is so specified, the Contract shall continue either until the Services have been performed in full or, if the Services are of a recurring nature, shall continue indefinitely unless and until terminated by the Buyer giving the Supplier not less than 30 days' notice or by the Supplier giving the Buyer not less than 90 days' notice.

5. TERMS OF PAYMENT

- 5.1 For Services, the Supplier shall be entitled to invoice the Buyer for the price at the intervals specified in the Purchase Order or otherwise agreed in writing between the Buyer and the Supplier. If no intervals are so specified or agreed, the Supplier shall be entitled to invoice the Buyer monthly in arrears.
- 5.2 For Goods, the Supplier shall be entitled to raise an invoice upon delivery of the Goods to the Buyer.
- 5.3 Subject to Condition 5.4 and Condition 5.5 and unless otherwise agreed to in Writing by the Buyer, payment shall be made to the Supplier after receipt of the Supplier's invoice and all Goods and/or Services including all documentation as requested on the Purchase Order, on terms of end of month plus thirty (30) days provided that payment (i) shall not constitute acceptance of the Goods and/or Services; or (ii) impair the Buyer's right to inspection.
- 5.4 If an invoice received by the Buyer does not clearly state a valid purchase order number, the Buyer reserves the right to reject the Supplier's invoice and no payment will become due in respect of such invoice.
- 5.5 Following receipt of any invoice, if the Buyer notifies the Supplier of a bona fide dispute concerning the price payable under an invoice submitted pursuant to Condition 5.1 or Condition 5.2, then the Buyer shall pay any undisputed amount but shall be entitled to withhold the amount in dispute pending resolution of that dispute. For the avoidance of doubt, the Supplier's obligations to provide the Goods and/or Services shall in no way be affected by any dispute in relation to the price or payment of them.
- 5.6 All applicable taxes, charges and transportation costs must be stated separately on the Supplier's invoice.
- 5.7 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Supplier to the Buyer against any amount payable by the Buyer to the Supplier.
- 5.8 If the Supplier (i) delivers less than 90% of the quantity of Goods ordered, the Buyer may reject the Goods; or (ii) delivers more than 110% of the quantity of Goods ordered, the Buyer may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 5.9 If the Buyer fails to make a payment due to the Supplier under this Contract by the due date, then, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 5.10 Interest under Condition 5.9 will accrue each day at 2% per annum above National Westminster Bank's base rate from time to time, but at 2% per annum for any period when that base rate is below 0%.

6. PRICES

- 6.1 The price for the Goods and/or Services ordered shall be as stated on the Purchase Order.
- 6.2 Any price increase must be approved in Writing by the Buyer prior to the shipment of Goods and/or performance of the Service.
- 6.3 The Buyer shall not be bound to any price increase which has not been expressly agreed to in Writing by the Buyer.
- 6.4 The Supplier warrants that the prices charged to the Buyer are no higher than prices charged on orders for similar Goods and/or Services to third parties for similar quantities. In the event that the Supplier breaches this warranty, the prices of the Goods and/or Services shall be reduced accordingly, retrospectively to the date of the breach.

7. TITLE TO GOODS

The title to all the Goods purchased hereunder shall pass directly to the Buyer from the Supplier at the point of delivery.

8. QUALITY OF GOODS AND/OR SERVICES

- 8.1 The Supplier warrants, represents and undertakes that the Goods covered by this Purchase Order shall be:
 - 8.1.1 of the best available design;
 - 8.1.2 of the best quality; material and workmanship;



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- 8.1.3 free from defects and in full conformity with the Purchase Order and the Specification and/or other descriptions or samples, whether given or approved by the Supplier or the Buyer;
- 8.1.4 fit for their intended purpose;
- 8.1.5 in full compliance with all applicable statutory and regulatory requirements relating to their manufacture, labelling, packaging, storage, handling, shipment and delivery including without limitation as to food safety and/or in the case of equipment, CE marking; and
- 8.1.6 do not infringe any patents, trademarks, copyrights or other intellectual property rights.
- 8.2 The Supplier warrants, represents and undertakes that the Service(s) covered by this Purchase Order will be performed:
 - 8.2.1 in accordance with the Purchase Order, the Specification and the Service Levels;
 - 8.2.2 with reasonable skill and care and in accordance with best practice in the Supplier's industry, profession or trade;
 - 8.2.3 in accordance with the timescales set out in the Project Plan, if any, and if there is no Project Plan in a timely manner bearing in mind the nature of the Services and the Buyer's requirements;
 - 8.2.4 in compliance with any reasonable instructions of the Buyer and/or its representatives;
 - 8.2.5 in compliance with any and all regulations, regulatory, statutory, legal and other such requirements applicable to the Services; and
 - 8.2.6 in compliance with all security, health and safety and other policies, regulations, rules, code of practice and guidelines that apply to the Buyer's premises at which the Services are being provided, copies of which will be supplied to the Supplier upon request.
- 8.3 The Supplier shall demonstrate on demand the conformity of the Goods and/or Services to the requirements of Condition 8.1 and Condition 8.2 as appropriate and the conformity of the Supplier and its processes to any legal, regulatory or statutory requirement.
- 8.4 Such warranties in Condition 8.1 and Condition 8.2 shall:
 - 8.4.1 be in addition to any other warranties implied or expressly given by the Supplier;
 - 8.4.2 survive inspection, delivery, acceptance of and payment for the Goods and/or Services; and
 - 8.4.3 extend to the Buyer, its successors and assigns.
- 8.5 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 Purchase Order.
- 8.6 The Buyer shall have the right to inspect and test the Goods or premises at which the Goods are manufactured, packed, processed or stored at any time before or after delivery and audit documentation relating to the Services or the premises at which the Services are performed.
- 8.7 If initial tests or audits on the Goods and/or Services undertaken by the Buyer indicate a potential defect or problem, the Buyer reserves the right to undertake such additional tests and/or audits as it deems appropriate and the Supplier shall reimburse the Buyer the cost of such additional tests and/or audits.
- 8.8 If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Condition 8.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 8.9 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Purchase Order, and the Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 8.10 The Buyer may, at its option, either return for full credit or require prompt correction or replacement of defective or non-conforming Goods or parts thereof, or re-performance of the Services, which rights shall be in addition to such other rights the Buyer may have under applicable law.
- 8.11 Any Goods so replaced or repaired or Services re-performed will be subject to the same warranties outlined in Condition 8.1 and Condition 8.2.
- 8.12 If any of the Goods and/or Services fail to comply with the provisions set out in Condition 8 the Buyer shall be entitled to avail itself of any one or more of the remedies listed in Condition 9.
- 8.13 In the event that the Buyer brings a claim against the Supplier to enforce performance of any section written under these Conditions, or should the Buyer be forced to defend a claim brought against it by the Supplier, the Supplier shall be liable for all costs and expenses incurred, including but not limited to legal fees.

9. REMEDIES

- 9.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of this Purchase Order, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services has been accepted by the Buyer:
 - 9.1.1 to rescind the Purchase Order;
 - 9.1.2 to reject the Goods and/or Services (in whole or in part) and, in the case of Goods return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned (and for the costs incurred by the Buyer in returning those Goods) shall be paid immediately by the Supplier. If Goods are rejected



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- by the Buyer, for whatever reason, the Supplier shall collect the Goods from the delivery address communicated to the Supplier in accordance with Condition 3;
- 9.1.3 at the Buyer's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 9.1.4 to refuse to accept any subsequent deliveries of the Goods and/or performance of the Services but without any liability to the Supplier; and/or
- 9.1.5 to claim such damages as may have been sustained in consequence of the Supplier's breaches of this Contract.

10. BUYER'S CODE OF CONDUCT

- 10.1 The Supplier warrants and undertakes that it will comply with the requirements of the Buyer's Code of Conduct and that it has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- 10.2 The Supplier agrees that any breach of the Buyer's Code of Conduct will allow the Buyer to terminate its relationship with the Supplier with immediate effect.

11. INDEMNITY

- 11.1 The Supplier shall indemnify and hold harmless and keep the Buyer indemnified in full on demand against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
- 11.1.1 defective workmanship, quality or materials;
- 11.1.2 any of the Goods and/or Services failing to comply with the provisions set out in Condition 8;
- 11.1.3 an infringement or alleged infringement of any Intellectual Property Rights caused by the Buyer's use of the Goods and/or Services;
- 11.1.4 any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by any of its employees or agents or by any student or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services;
- 11.1.5 any loss or damage to the Buyer's property to the extent that such loss or damage was caused by, relates to or arises from the Goods and/or Services and/or the negligence of the Supplier or its employees, agents or sub-contractors; or
- 11.1.6 a breach by the Supplier of the Buyer's Code of Conduct.
- 11.2 The indemnification and hold harmless obligations of this section shall survive delivery of the Goods and/or Services supplied under this Purchase Order.

12. BUYER'S PROPERTY

- 12.1 The Supplier acknowledges that all and any materials, equipment and tools, drawings, specifications, and data supplied by the Buyer to the Supplier (**Buyer Materials**) and all intellectual property rights in the Buyer Materials are and shall remain the exclusive property of the Buyer. The Supplier shall keep the Buyer Materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer, and not dispose or use the same other than in accordance with the Buyer's written instructions or authorisation.
- 12.2 All trademarks of the Buyer that the Buyer requests the Supplier to affix to the Goods purchased hereunder are owned by the Buyer and the Supplier shall not acquire or claim any right, title or interest therein, or use any such trademarks for any other purpose.

13. CONFIDENTIALITY

- 13.1 Any drawings, data, tools, designs, specifications, equipment, software programs or other property supplied by the Buyer to the Supplier shall, in connection with this Purchase Order remain the property of the Buyer and such information shall be kept confidential.
- 13.2 Such property shall (i) be used exclusively in connection with the Goods and/or Services ordered hereunder, (ii) maintained in first class condition and (iii) returned by the Supplier to the Buyer on termination of the contract; or earlier if the Buyer should so request.
- 13.3 The Supplier shall not make any news release or public announcement regarding a contract of purchase or business relationship with the Buyer without the prior written consent of the Buyer.

14. INSURANCE

- 14.1 The Supplier shall maintain in force, with a reputable insurance company, the following insurance:
- 14.1.1 comprehensive professional indemnity insurance with a limit not less than £5,000,000 any one claim;
- 14.1.2 product liability insurance with a limit not less than £5,000,000 any one claim; and
- 14.1.3 public liability insurance with a limit not less than £5,000,000 any one claim.
- to cover the liabilities that may arise under or in connection with the Purchase Order or the Supplier's obligations under it or these Conditions, but the maintenance of such insurance shall not in any way limit the liability of the Supplier.
- 14.2 Where performance of the contract requires entry on to any premises or facilities of the Buyer, or involves the use or operation of property furnished by the Buyer, the Supplier shall also obtain and maintain property damage insurance to an amount sufficient to cover any loss.
- 14.3 Upon the request of the Buyer, the Supplier shall produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance policy.



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14.4 All insurance shall be primary and non-contributory.

15. TERMINATION

15.1 The Buyer may terminate this Purchase Order in whole or in part at any time upon the Buyer's written notice to the Supplier:

15.1.1 for any reason at the Buyer's convenience;

15.1.2 for any default by the Supplier hereunder (including but not limited to the Supplier's failure to deliver Goods and/or Services within the time specified by the Buyer);

15.1.3 in the event that the Supplier becomes the subject of any claim or court proceeding or ruling for the relief of debtors or otherwise becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors.

15.2 In the event of termination, the Buyer may further notify the Supplier that all right, title and interest in and to all of any portion of material acquired by the Supplier and paid for by the Buyer for the performance of this Purchase Order, work in progress and/or completed items specified in such notice shall pass immediately to the Buyer.

15.3 The Buyer shall have no liability to the Supplier for Goods (whether finished or unfinished) that are readily useable, reusable or saleable.

15.4 In the event of termination under Condition 15.1.2 or 15.1.3, the Buyer may purchase similar Goods and/or Services elsewhere or secure the delivery of Goods and/or performance of Services by contract or otherwise, and the Supplier shall be liable for any excess cost incurred by the Buyer.

15.5 Termination of this Purchase Order, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

15.6 Conditions which expressly or by implication survive termination shall continue in full force and effect.

16. INTELLECTUAL PROPERTY

16.1 Where the Buyer appoints the Supplier to provide Goods or Services embodying the Buyer's intellectual property, the Buyer grants the Supplier an exclusive royalty-free licence to use the Buyer's intellectual property for the purpose only of providing the Goods or Services.

16.2 All existing and future rights, titles and interests in any and all inventions or discoveries arising, or to arise from such Goods or Services shall vest in the Buyer to the fullest extent permissible by law. The Supplier fully and irrevocably assigns to the Buyer, with full title guarantee and free from all third party rights, the intellectual property rights and all other rights, titles and interests in all works written, drawn or otherwise recorded, originated, conceived or made by the Supplier in connection with the Goods or Services (the "Works") including all documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Goods or Services in any form, including computer programs, data, reports and specifications (including drafts).

16.3 Insofar as they do not so vest automatically by operation of law or under these Conditions, the Supplier holds legal title in such intellectual property rights and all other rights, titles and interests in all such Works on trust for the Buyer. As and when requested by the Buyer the Supplier will execute such assignment/transfer documents as the Buyer requires in order to transfer legal title to the Buyer and to record such transferred title at any relevant official intellectual property office.

16.4 The Supplier waives any moral rights to which it is now or may at any future time be entitled in any of the Works, and shall obtain waivers of any moral rights in any and all such Works to which any individual is now or may at any future time be entitled, under Chapter IV of the Copyright and Designs and Patents Act 1988 or any similar provision of law in any jurisdiction.

17. AMENDMENTS

17.1 The Buyer shall have the right at any time by giving notice in Writing to Supplier, to make changes in any one or more of the following:

17.1.1 quantity;

17.1.2 method of shipping or packing;

17.1.3 drawings, designs or specifications;

17.1.4 place of delivery; and/or

17.1.5 delivery schedule.

17.2 If any such changes cause an increase or decrease in the cost of or the time required for the performance of the work, an equitable adjustment shall be agreed in Writing by the parties to the price and/or delivery schedule and the Purchase Order shall be amended accordingly. No such adjustment shall take effect unless and until it has been expressly agreed to in Writing by the Buyer.

18. VARIATION

Except as set out in these Conditions, any variation to these Conditions and/or the contract between the parties, including the introduction of any additional terms and conditions, shall only be binding when expressly agreed to in Writing by the Buyer.

19. DISASTER RECOVERY PLAN

19.1 The Supplier shall develop and maintain a business continuity and disaster recovery plan (**Disaster Recovery Plan**). The Disaster Recovery Plan shall describe the key recovery steps to be performed by the Supplier during and after a



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disruption in the supply of Goods and/or Services, to enable the Supplier to return to normal operations as soon as possible.

19.2 The Supplier agrees that upon the request of the Buyer, the Supplier shall provide copies of its most recent Disaster Recovery Plan.

20. ANTI-BRIBERY AND ANTI-CORRUPTION

20.1 The Supplier, its subsidiaries and affiliates, and all their respective directors, officers, employees and authorised agents and any other person associated with or acting on behalf of the Supplier shall:

- 20.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- 20.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 20.1.3 comply with the Buyer's Anti-bribery and Anti-corruption Policies (a copy of which will be provided to Supplier upon request), as the Buyer may update them from time to time (**Relevant Policies**).
- 20.1.4 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Condition 20.1.2, and will enforce them where appropriate;
- 20.1.5 promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Purchase Order; and
- 20.1.6 immediately notify the Buyer (in Writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Purchase Order.

20.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods or services in connection with this Purchase Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Condition 20 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.

21. WAIVER

21.1 Any failure or delay on the part of the Buyer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

21.2 Any waiver by the Buyer of any breach of, or any default under, any provision of these Conditions shall not be deemed a waiver of any subsequent breach or default of the same or any other provision and shall in no way affect the other terms of these Conditions.

22. GOVERNING LAW

22.1 The rights and obligations of the parties hereunder shall be governed by and construed in all respects in accordance with the Laws of England and Wales

22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Purchase Order or its subject matter or formation (including non-contractual disputes or claims).

23. ASSIGNMENT

The Supplier shall not be entitled to assign, subcontract, charge or otherwise deal with the Purchase Order or any part of it without the prior written consent of the Buyer (such consent is not to be unreasonably withheld or delayed). The Buyer may assign the Purchase Order or any part of it to any other party.

24. GENERAL

24.1 Each right or remedy of a party under these Conditions is without prejudice to any other right or remedy of that party whether under these Conditions or not.

24.2 If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Conditions and the remainder of the provision in question shall continue in full force and effect.

24.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to the other party or its Registered Office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

24.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Purchase Order.