

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 10* (LIMITATION OF LIABILITY).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 8.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.5.

Contract: the contract between Wallace and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

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

Customer: the person or firm who purchases Goods and Services from Wallace.

Customer Default: has the meaning set out in clause 7.2.

Deliverables: the deliverables set out in the Order produced by Wallace for the Customer.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 15.1.

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

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**.

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

Order: in the Customer's purchase order form, or the Customer's written acceptance of Wallace's quotation, or overleaf, as the case may be.

Order Confirmation: has the meaning given in clause 2.2.

Services: the services, including the Deliverables, supplied by Wallace to the Customer as set out in the Specification.

Specification: the description or specification of the Goods and/or Services provided in writing by Wallace to the Customer and attached to the Order Confirmation.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Wallace: Wallace Contracts Limited registered in England and Wales with company number 03687556.

Wallace Materials: has the meaning set out in clause 7.1(h).

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes fax but not 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 Wallace issues written acceptance of the Order through an order confirmation (**Order Confirmation**) at which point and on which date the Contract shall come into existence (**Commencement Date**).

- 2.3 Any samples, drawings, descriptive matter or advertising issued by Wallace, and any descriptions of the Goods or illustrations or descriptions of the Services contained in Wallace's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 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 law, trade, custom, practice or course of dealing.
- 2.5 Any quotation given by Wallace shall not constitute an offer, and is only valid for a period of 90 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Supply of Services

- 3.1 Wallace shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 Wallace shall use all reasonable endeavours to meet any performance dates in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Wallace reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Wallace shall notify the Customer in any such event.
- 3.4 Wallace warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 If the Services have breached any of the warranties in this clause 3 at any time during a period of 12 months after completion of the Services (the date of completion shall be determined by Wallace in its sole and absolute discretion) the Customer's sole and exhaustive remedy shall be for Wallace to rectify any defects in the Services within 14 days of being notified of any applicable defects PROVIDED THAT:
- (a) the Customer must give notice in writing to Wallace specifying in reasonable of the breach or defect within a reasonable time of discovery that some or all of the Services do not comply with the warranty set out in this clause 3 no later than 12 months of completion of the Services;
 - (b) the Customer must give Wallace a reasonable opportunity of examining such defect;

- (c) the Customer shall comply with its obligations at clause 7.1 and allow Wallace to rectify any defects at its own cost; and
- (d) Wallace shall have no liability under the Contract for any breach of the warranties in this clause 3:
 - (i) if the defect arises because the Customer failed to follow Wallace's oral or written instructions as to the use or maintenance of any property at which the Services were performed;
 - (ii) any person (other than Wallace) alters or repairs the defective Services without the written consent of Wallace; or
 - (iii) the defect arises as a result of fair wear and tear, shrinkage, poor plastering, wilful damage, negligence, work carried out by any persons other than Wallace, or abnormal conditions.

3.6 Except as provided in clause 3.5, Wallace shall have no liability to the Customer in respect of the Services' failure to comply with the warranties set out in clause 3.

3.7 Wallace shall use reasonable endeavours to observe all reasonable and lawful health and safety and security requirements that apply at any of the Customer's premises and that have been communicated to it, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this Contract.

4. Delivery of Goods

4.1 Wallace shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, 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) it states clearly on the delivery note any requirement for the Customer to return any packaging material to Wallace. The Customer shall make any such packaging materials available for collection at such times as Wallace shall reasonably request. Returns of packaging materials shall be at the Customer's expense.

4.2 Wallace shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Wallace notifies the Customer that the Goods are ready.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Wallace 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 Wallace with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If Wallace 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. Wallace 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 Wallace 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 take delivery of the Goods within three Business Days of Wallace notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Wallace'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 9.00 am on the third Business Day following the day on which Wallace notified the Customer that the Goods were ready; and
 - (b) Wallace shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which Wallace notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Wallace may resell or otherwise dispose of part or all of the Goods.
- 4.8 Wallace 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 Wallace warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:
- (a) conform with the Specification;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by Wallace.
- 5.2 Subject to clause 5.3, Wallace shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

- (a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) Wallace is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Wallace) returns such Goods to Wallace's place of business at the Customer's cost.

5.3 Wallace shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow Wallace's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of Wallace following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of Wallace;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from the Specification 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, Wallace shall have no liability to the Customer in respect of the 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 Goods supplied by Wallace.

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 Wallace receives payment in full (in cash or cleared funds) for the Goods.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Wallace's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Wallace's behalf from the date of delivery;
- (d) notify Wallace immediately if it becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(d); and
- (e) give Wallace such information relating to the Goods as Wallace may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Wallace receives payment for the Goods. However, if the Customer resells the Goods before that time title to the Goods shall pass from Wallace to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(d), then, without limiting any other right or remedy Wallace may have:

- (a) the Customer's right to use them in the ordinary course of its business ceases immediately; and
- (b) Wallace may at any time:
 - (i) require the Customer to deliver up all Goods in its possession which have not been irrevocably incorporated into another product; and
 - (ii) 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. Customer's obligations

7.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in or as part of the Specification are complete and accurate;
- (b) co-operate with Wallace in all matters relating to the Goods and/or Services;
- (c) provide Wallace, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities (including power) as reasonably required by Wallace;
- (d) provide Wallace with such information and materials as Wallace may reasonably require, including the materials, documents, facilities, assistance and information set out in the Specification, in order to supply the Goods and/or Services, and ensure that such materials and equipment are in working order and any such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Goods and/or Services in accordance with the lawful and reasonable instructions of Wallace;

- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and/or Services before the date on which the Goods and/or Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) keep all materials, equipment, documents and other property of Wallace (**Wallace Materials**) at the Customer's premises in safe custody at its own risk, maintain the Wallace Materials in good condition until returned to Wallace, and not dispose of or use the Wallace Materials other than in accordance with Wallace's written instructions or authorisation; and
- (i) comply with any additional obligations as set out in the Specification.

7.2 If Wallace's performance of any of its obligations under the Contract 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) without limiting or affecting any other right or remedy available to it, Wallace shall 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 in each case to the extent the Customer Default prevents or delays Wallace's performance of any of its obligations;
- (b) Wallace shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Wallace's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) the Customer shall reimburse Wallace on written demand for any costs or losses sustained or incurred by Wallace arising directly or indirectly from the Customer Default.

8. Charges and payment

8.1 The price for Goods and/or Services:

- (a) shall be the price set out in the Order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer unless otherwise stated in the Order Confirmation.

8.2 Unless otherwise stated in the Order Confirmation, Wallace reserves the right, in its absolute discretion, to invoice the Customer either on completion of the Services or to issue interim invoices to the Customer as at when Wallace sees fit.

8.3 Unless otherwise stated in the Order Confirmation, subject to the provisions of this clause 5 the Customer shall pay each invoice submitted by Wallace:

- (a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by Wallace, and

time for payment shall be of the essence of the Contract.

- 8.4 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 Wallace to the Customer, the Customer shall, on receipt of a valid VAT invoice from Wallace, pay to Wallace such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.5 Wallace reserves the right, in its sole and absolute discretion, to revoke or reduce any credit limit granted to the Customer and/or to require the Customer to pay any invoice rendered by Wallace at any time before the 30 day period referred to in clause 8.3(a).
- 8.6 Wallace reserves the right, in its reasonable discretion, to charge the Customer for any additional unforeseen costs incurred in the proper performance of the Services which could not reasonably have been discovered at the time of any site inspection or quotation process.
- 8.7 If the Customer fails to make a payment due to Wallace under the Contract by the due date, then, without limiting Wallace's rights or remedies under this Contract or at law, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Wallace.
- 9.2 The Customer grants Wallace a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Wallace for the term of the Contract for the purpose of providing the Services to the Customer.

10. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 10.1 The limits and exclusions in this clause reflect the insurance cover Wallace has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

- 10.2 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - (d) defective products under the Consumer Protection Act 1987.
- 10.4 Subject to clause 10.3, Wallace's total liability to the Customer shall not exceed the total Charges payable under the Contract in respect of the Goods and/or Services supplied by Wallace, whether or not invoiced to the Customer.
- 10.5 This clause 10.4 sets out specific heads of excluded loss:
- (a) Subject to clause 10.2, the types of loss listed in clause 10.5 (b) are wholly excluded by the parties.
 - (b) The following types of loss are wholly excluded: (i) Loss of profits; (ii) Loss of sales or business; (iii) Loss of agreements or contracts; (iv) Loss of anticipated savings; (v) Loss of use or corruption of software, data or information; (vi) Loss of or damage to goodwill; or (vii) Indirect or consequential loss.
- 10.6 Wallace has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.7 Unless the Customer notifies Wallace that it intends to make a claim in respect of an event within the notice period, Wallace shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 24 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 10.8 This clause 10 shall survive termination of the Contract.
- 11. Termination**
- 11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

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

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
or
- (b) any applicable credit insurance taken out by Wallace in relation to the Customer, for whatever reason, is reduced or removed.

11.3 Without affecting any other right or remedy available to it, Wallace may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Wallace if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(d), or Wallace reasonably believes that the Customer is about to become subject to any of them.

12. Consequences of termination

12.1 On termination of the Contract:

- (a) the Customer shall immediately pay to Wallace all of Wallace's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Wallace shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Wallace Materials, Goods and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Wallace 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 the Contract.

12.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

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

13. Non-solicitation

13.1 In order to protect the legitimate business interests of Wallace, the Customer covenants with Wallace that it shall not (and shall procure that no member of the Customer's Group shall) (except with the prior written consent of Wallace) employ or engage or otherwise facilitate the employment or engagement of any Restricted Person.

13.2 The Customer, and any member of the Customer's Group, shall be bound by the covenant set out in clause 13.1 during the term of the Services and for a period of 6 months after completion of the Services.

13.3 For the purposes of this clause 13, a **Restricted Person** shall mean any firm, company or person employed or engaged by Wallace during the term of this agreement, who has been engaged in the provision of the Services or the management of the Services either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

14. Change control

14.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Goods and/or Services;
- (b) Wallace's existing charges;
- (c) the timetable of the Services; and
- (d) any of the terms of this agreement.

14.2 If Wallace wishes to make a change to the Services (other than a change permitted under the Contract) it shall provide a draft Change Order to the Customer.

14.3 If the Customer wishes to make a change to the Services:

- (a) it shall notify Wallace and provide as much detail as Wallace reasonably requires of the proposed changes, including the timing of the proposed changes; and
- (b) Wallace shall, as soon as reasonably practicable after receiving the information at clause 14.3(a), provide a draft Change Order to the Customer.

14.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend this Contract; or
- (b) are unable to agree a Change Order, the Contract shall continue on its existing terms.

14.5 Wallace may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 11.3 at Wallace's hourly rates in force.

15. General

15.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

15.2 **Assignment and other dealings.**

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

15.3 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers,

representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.3; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

15.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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

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

15.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number.

- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by fax, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15.9 Third party rights.

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

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

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