**AGREEMENT FOR THE PURCHASE OF GOODS**

This Agreement is made up of the following:

* + - * Part 1 - The Contract Details.
      * Part 2 - The Conditions.
      * Part 3 - The Schedule.

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

**PART 1 - CONTRACT DETAILS**

|  |  |
| --- | --- |
| **Contract No:** | [CONTRACT NUMBER] |
| **Commencement Date:** | [DATE] |
| **Supplier:** | [COMPANY NAME] LIMITED (No. [NUMBER]) |
| **Supplier's address:** | [ADDRESS] |
| **Supplier's representative:** | Name: [NAME]  Title: [TITLE]  Email: [EMAIL]  Telephone: [Telephone]  Postal Address: [POSTAL ADDRESS] |
| **Supplier's VAT number:** | [NUMBER] |
| **Customer:** | Meadowvale Foods Ltd (No. **02420250**) |
| **Customer's address:** | Morton, Oswestry, Shropshire, SY10 8BH |
| **Customer's representative:** | Name: [NAME]  Title: [TITLE]  Email: [EMAIL]  Telephone: [Telephone]  Postal Address: [POSTAL ADDRESS] |
| **Customer’s VAT number:** | [NUMBER] |
| **Recipient:** | Name: [NAME]  Title: [TITLE]  Email: [EMAIL]  Telephone: [Telephone]  Postal Address: [POSTAL ADDRESS] |
| **Delivery Location:** | [DELIVERY ADDRESS] |
| **Approved Subcontractors:** | [List subcontractors approved by the Customer] |
| **Goods:** | [DESCRIPTION] |
| **Price:** | The price for Goods set out in Schedule 1. |
| **Payment Terms:** | [30] days |
| **Notice Period:** | [30] days’ notice in writing |
| **Minimum Insurance Requirement:** | £[5] million |
| **Schedule:** | Schedule 1: Goods Description, Specification, and Order Programme/Seasonal Plan, Minimum Order Quantity, Price |

This Agreement has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
| **SUPPLIER’S AGREEMENT** | |
| Signed and agreed for and on behalf of the Supplier by a duly authorised representative: |  |
| Director’s name (in block capitals): |  |
| Date: |  |
| **CUSTOMER’S AGREEMENT** | |
| Signed and agreed for and on behalf of the Customer by a duly authorised director: |  |
| Director’s name (in block capitals): |  |
| Date: |  |

# PART 2 - Terms & Conditions OF PURCHASE

# Interpretation

## **Definitions:**

Agreement: means the agreement between the Supplier and the Customer for the sale and purchase of the Goods and comprising Contract Details, these Conditions, the Order, the Policies and the Schedule as amended from time to time in accordance with these Conditions.

Approved Subcontractor: any subcontractor approved by the Customer pursuant to clause 3 and specified in the Contract Details.

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

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.4.

Contract Details: means the contract details set out at Part 1 of this Agreement.

Control: shall have the meaning set out in section 1124 of the Corporation Tax Act 2010.

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

**Insolvency Event**: means a situation where a party cannot pay its debts as they fall due, has a petition for winding up or an administration order presented against it or passes a resolution for winding up or calls any meeting of its creditors or proposes to make any arrangement with its creditors, has a receiver (administrative or otherwise) or an administrator appointed over all or any part of its business or assets, goes into liquidation, is subject to any equivalent event or proceedings under the laws of any other jurisdiction or if any of the above circumstances become reasonably likely to happen.

**Intellectual Property Rights**: means all intellectual property or industrial rights of any type in any state or country, whether registered or unregistered. This includes all applications (or rights to apply) for, and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection which exist now or will exist in the future in any part of the world.

**Loss**: means any liability, loss (including any direct, indirect or consequential losses, loss of profit, loss of reputation and any other loss), damage, interest-charge, penalty, cost or expense (calculated on a full indemnity basis) and all legal and other professional fees and expenses.

Order: The Customer’s order for the Goods submitted in writing.

Order Programme: means (where relevant) the Customer’s forecast of the Goods that it estimates it will purchase from the Supplier in a particular period.

**party**: a party to this Agreement.

**Policies**: means any of the Customer’s policies and instructions (as amended from time to time) displayed on its website from time to time.

Recipient: the person or firm listed in the Contract Details who receives the Goods.

Specification: any specification for the Goods that is agreed in writing by the Customer and the Supplier.

Supplier: the person or firm listed in the Contract Details who supplies the Goods to the Customer.

## **Interpretation:**

### A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

### Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### Any reference to a **person** in these Conditions includes natural people, firms, partnerships, corporate bodies and corporations, associations, organisations, governments, states, foundations, trust and other unincorporated bodies (whether or not they have a separate legal personality and no matter what country or state they are based in or come from).

### A reference to **writing** or **written** includes emails.

# Commitment to purchase

## This Agreement forms the terms and conditions which apply to the supply of Goods between the Supplier and the Customer to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with this Agreement.

## Unless agreed otherwise in writing, the Customer does not have to buy any Goods from the Supplier (and there will be no related binding contract) until the Customer has given the Supplier an Order for the Goods.

## The Supplier shall use its best endeavours to supply Goods in accordance with the Orders, by the delivery date specified in the Order, or, if none is specified, within 5 Business Days of the Customer submitting the Order. The Supplier accepts that time is of the essence in carrying out its obligations under any Order or this Agreement.

## The Customer may amend or cancel an Order in whole or in part at any time before delivery by giving the Supplier written notice. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

## Nothing in this Agreement means that the Supplier will supply the Goods to the Customer exclusively.

# approved subcontractors

## The Supplier shall not sub-contract any part of its obligations under this Agreement or any Order without the Customer’s prior written approval and any subcontractor so approved shall be specified in the Contract Details as an Approved Subcontractor.

## The Supplier shall be fully responsible for those elements performed by the Approved Subcontractors and for the acts and omissions of all its Approved Subcontractors to the same extent as its own acts and omissions.

## The Supplier shall maintain all records and documentation in relation to such Approved Subcontractors including, without limitation, such information in relation to the Approved Subcontractors as may be requested from the Supplier under clause 5.6 and shall preserve such documents for three years after termination of this Agreement. Such records and documentation shall be made available to the Customer as part of the Customer’s rights of audit under this Agreement.

# Order Programmes

## Where the parties have agreed that the Customer will provide Order Programmes, such Order Programmes will be provided in writing and shall be prepared in consultation with the Supplier in good faith and with due care. Order Programmes do not constitute binding Orders and may be increased or decreased by the Customer at its discretion.

## The Supplier shall promptly inform the Customer in writing if, at any point, it anticipates that it will be unable to meet the Customer’s forecasted requirements for the Goods.

# Warranties

## The Supplier warrants that it shall fully comply with all laws, regulations, codes of practice and government orders which apply to each Order including, but not limited to, those relating to tax, data protection and privacy, exchange controls, customs matters, anti-bribery and anti-corruption, anti-trust, anti-money laundering, trade sanctions and criminal matters.

## The Supplier warrants to the Customer that the Supplier has satisfied itself that:

### all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are manufactured and supplied so as to be safe and without risk to the health or safety of persons using the same; and

### it has made available to the Customer adequate information for which the Goods have been manufactured, have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.

## The Supplier warrants that the Goods (including, where relevant, all associated specifications, formulations, product designs, artwork, associated text, label designs and/or packaging) will:

### be of merchantable and satisfactory quality and conform in all respects to the quantity, nature, substance, quality, standards, descriptions and Specification stated or referred to in the Agreement;

### save to the extent the Agreement states it to be the Customer’s responsibility, be processed, stored and transported with reasonable skill and care by properly qualified and experienced persons;

### not infringe the Intellectual Property Rights of any third party;

### be fit for any purpose:

#### for which they are commonly supplied or used;

#### which is indicated to the Supplier by the Customer (either expressly or by implication); or

#### which is referred to in the Agreement or any Order;

### be properly packed and secured to ensure the Goods are delivered, and are capable of further distribution, in good condition;

### be safe and without risk to health or property when properly used;

### include all necessary information, instructions and warnings about the use and storage of the Goods for the Customer to comply with its health and welfare obligations under applicable laws and regulations;

### be of consistent quality and free from defects (whether latent or otherwise); and

### conform in all respects with all applicable laws and standards.

## The Supplier shall ensure that all requirements specific to the Goods which may affect the transportation, storage or handling of the Goods are provided to the Customer in writing.

## The Supplier warrants that it has all necessary licences, permissions, authorisations, permits and warranties needed to allow it to supply the Goods to the Customer for future sale by the Customer.

## The Supplier will immediately notify the Customer in writing should any warranty in this clause 5 be untrue at any point.

## The Supplier shall, if requested to do so by the Customer, promptly provide the Customer with such information as the Customer may reasonably request in relation to the supply of Goods to the Customer under this Agreement, including information in relation to the development, testing, transportation, storage, handling and use of the Goods and the Supplier’s management and compliance with all technical and regulatory requirements.

# Non-conformance

## Notwithstanding clause 7.3, the Customer has the right to inspect and test the Goods at any time before delivery to the Recipient or the Customer, whichever is later.

## If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 5.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

## 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 Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

## Notwithstanding clause 7.3, if, within a reasonable time of delivery of the Goods to the Recipient or the Customer (whichever is later), the Customer determines that the Goods (in whole or in part) do not conform to any of the warranties set out in clause 5 or implied by law then, without prejudice to any other remedies the Customer may have, the Customer shall be entitled to:

### terminate the Agreement with immediate effect (in whole or in part and without liability to the Supplier); and

### refuse to take any subsequent attempted delivery of the Goods; and

### suspend any current or future Orders for Goods under the Agreement or any products under any other contract between the Customer and the Supplier; and

### reject the Goods (in whole or in part and without liability to the Supplier); and

### in the case of delivered Goods, reject any stocks it holds of unused Goods which have also been received from the Supplier, being of the same type as those which do not comply with any of the said warranties and which the Customer determines, in its absolute discretion, it is not practicable for it to separate out from the non-compliant Goods; and

### require the Supplier to promptly refund any sums already paid to the Supplier by the Customer in respect of the rejected Goods and any other products rejected pursuant to clause 6.4.5; and

### require the Supplier to promptly replace the rejected Goods at the Supplier’s risk and expense; and/or

### claim such Loss as it may have sustained in connection with the Supplier's breach (or breaches) of the Agreement (including costs connected with rejecting, storing, re-grading, withdrawing or disposing of Goods).

## The Supplier shall collect any rejected Goods and products within seventy two hours of being notified to do so by the Customer. If the Supplier fails to collect such Goods within the time period specified, the Customer may dispose of the rejected Goods either by way of sale or other means of disposal at the cost of the Supplier.

## The Customer shall be under no obligation to pay the Supplier in respect of rejected Goods or products.

## Without limiting its other rights or remedies, the Customer may suspend any current or future orders for Goods under the Agreement or for any products under any other contract between the Customer and the Supplier if the Supplier is subject to an Insolvency Event.

## The rights given to the Customer in this clause 6 shall survive any acceptance of the Goods by the Customer (deemed or otherwise) and:

### no payment made by the Customer shall by itself imply acceptance of any Goods supplied and shall not in any way restrict any claims or rights the Customer may otherwise have against the Supplier;

### the Customer shall not be deemed to have accepted any Goods until it has a reasonable opportunity to inspect them after delivery to the Recipient or the Customer (whichever is later and irrespective of any delivery documents exchanged at the time the Goods are delivered); and

### the Customer shall have the right to reject the Goods for a reasonable period after any latent defect in the Goods has become apparent.

## The terms of the Agreement shall apply to any replacement Goods supplied to the Customer by the Supplier.

# Delivery

## The Supplier shall deliver the Goods to, or the Customer may collect the Goods from, the location set out in the Order or the Contract Details (Delivery Location) and in accordance with any other delivery instructions provided to the Supplier by the Customer. Time of delivery of the Goods shall be of the essence.

## On despatch of any consignment of the Goods, the Supplier shall send to the Customer, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.

## Delivery is completed when the Customer or the Recipient (as the case may be) has given the Supplier proof of delivery documents.

## Unless agreed by the Customer in writing, Goods may not be delivered in instalments.

## If the Goods (or part of them) do not match an Order or a Specification, the Customer may refuse all or part of that delivery of the Goods. If the Customer agrees to accept such Goods (in addition to any of its other rights) the Customer shall be entitled to recover from the Supplier any Loss it may have sustained as a result of the Goods (or part of them) not matching the Order or a Specification.

## Where the Supplier fails to deliver the Goods on the agreed date or fails to deliver the agreed amount, the Customer may (in addition to any of its other rights) cancel or vary the whole (or any uncompleted part) of the Order without incurring any further obligation to the Supplier and may recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party.

## The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Customer shall elect in its sole discretion) such of the Goods as may be damaged in transit provided that the Customer shall within thirty (30) days of delivery give notice to the Supplier that the Goods have been damaged.

## The Supplier shall ensure that if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

# Title and risk

## Title in the Goods shall pass to the Customer or the Recipient (as the case may be) on completion of delivery or when the Customer pays for them, whichever is earlier.

## Risk in the Goods will pass to the Customer or the Recipient when they are in the Customer’s or the Recipient’s possession (as the case may be).

## Any returns of Goods (including Goods that have been rejected, withdrawn or recalled) will be at the Customer’s risk only while they are in its possession. If the Customer has paid for the Goods, it will retain legal title to them until the Supplier has refunded to the Customer, in cleared funds, the full price for the Goods.

# Price and payment

## The price of the Goods shall be the price set out in the Order or the Contract Details or such other price is as otherwise agreed between the Customer and the Supplier. Any variation to the price shall be agreed between the Customer and the Supplier in writing.

## The price of the Goods shall:

### exclude amounts in respect of value added tax (**VAT**), which, if applicable, shall be payable by the Customer to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

### include the costs and charges of packaging and transport of the Goods.

## The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery in accordance with procedures laid down by the Customer from time to time. The Supplier shall include the relevant purchase order number on each invoice. For the avoidance of doubt, the Customer may reject any invoice that does not contain the correct purchase order number.

## The Customer shall pay each correct invoice in full and in cleared funds in accordance with the payment terms set out in the Contract Details. Payment shall be made to the bank account nominated in writing by the Supplier.

## If the Customer disputes any invoice or other statement of monies due, the Customer shall notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in clause 9.4.

## The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

# Customer Complaints & Recall

## In the event of a third party customer complaint relating to the Goods, the Supplier and the Customer shall negotiate in good faith to attempt to resolve the complaint promptly.

## If such third party customer complaint arises as a result of the Goods being contaminated with allergens or a foreign body, the Supplier shall indemnify the Customer in respect of all Loss incurred by the Customer in resolving such complaint.

## The Supplier shall provide all such assistance, and shall promptly supply all information (including such information as may be requested from the Supplier under clause 5.6) and access to all documents, personnel, suppliers and things, as the Customer may require to investigate any issues or complaints relating to the Goods.

## Where the Supplier is aware of an actual or potential issue relating to any Goods which have health, safety or legal implications to the Customer, the Supplier shall forthwith notify the Customer by telephone and in writing, and shall follow agreed actions.

## If a general recall or withdrawal of all or some defective Goods sold (a **Product Recall**) is necessary, the Supplier shall co-operate with the Customer and take such steps as are necessary to implement such Product Recall. If it is the case that the Supplier is responsible for the defective Goods the subject of the Product Recall, the Supplier shall indemnify the Customer in respect of all Losses (including wasted stock, storage and administration costs and fines) with such Product Recall.

# Audit

## The Customer, or appointed representatives, reserve the right to visit the Supplier’s premises and production/packing sites with or without notice, to carry out technical audits or inspections of Goods. The Supplier agrees to co-operate with any audit and if requested by the Customer, provide access to its staff, systems, premises and relevant documents for the purpose of carrying out the audit.

## Where possible, the Customer will give the Supplier reasonable notice of its intention to carry out an audit. However, no notice is required to be given if the Customer has concerns about the safety or source of any Goods or where the Customer believes the Supplier has breached the Agreement.

# Termination

## Without prejudice to any other rights or remedies to which the Customer may be entitled, the Customer shall be entitled to terminate or suspend the Agreement or any Order (whether in whole or in part) immediately, without liability in the event that the Supplier:

### commits any breach of any provisions of the Agreement which is not capable of remedy or in the event of a breach capable of remedy which has not been remedied within 14 days of written notice from the Customer specifying the breach and requesting its remedy; or

### commits more than one breach of the Agreement, the cumulative effect of which is that the Customer believes the Supplier would continue to deliver a substandard performance; or

### has, in the reasonable opinion of the Customer, brought or permitted to be brought the name or business of the Customer into disrepute; or

### has undergone a change in Control; or

### suffers an Insolvency Event.

## The Customer may otherwise terminate the Agreement by giving to the Supplier such period of notice in writing as is specified in the Contract Details.

## Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.

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

# Limitation of liability

## Nothing in these Conditions shall limit or exclude a party’s liability for:

### death or personal injury caused by its negligence, or the negligence of its employees, agents or Approved Subcontractors (as applicable);

### fraud or fraudulent misrepresentation;

### any matter in respect of which it would be unlawful to exclude or restrict liability.

## The Supplier shall indemnify the Customer fully against any Loss, claim or action the Customer may suffer in relation to the Goods including:

### to do with the Supplier’s supply of the Goods;

### to do with the Customer’s onward sale of the Goods;

### relating to the safety, source or quality of the Goods;

### any claim brought against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services; or

### relating to any liability under the Consumer Protection Act 1987, whether or not the parties would predict that the damage could happen.

## The Supplier's total liability to the Customer in respect of all Losses arising under or in connection with the Agreement (other than those arising under clause 13.1, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the limit of the Supplier’s product liability insurance specified under clause 14.

# Insurance

## The Supplier shall take out and maintain public/product liability insurance with a reputable insurer in respect of all Goods supplied pursuant to this Agreement on an all risks basis at such level as is appropriate and adequate having regard to its obligations and liabilities under this Agreement and the aggregate Orders under this Agreement. Such insurance shall be for the minimum amount specified in the Contract Details and shall be maintained on risk for a minimum of seven years from the last order placed by the Customer. Evidence of insurance should be provided by the Supplier to the Customer within three Business Days of request.

## The Supplier shall ensure that any Approved Subcontractors also maintain adequate insurance having regard to the obligations under this Agreement which they are contracted to fulfil.

# Compliance with relevant laws and policies

## In performing its obligations under this Agreement, the Supplier shall:

### comply with all applicable laws, statutes, regulations and codes from time to time in force; and

### comply with the Policies.

# The Customer may immediately terminate the Contract for any breach of clause 15 by the Supplier.

# Force majeure

## Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from circumstances beyond its reasonable control including, without limitation:

### acts of God, flood, drought, earthquake or other natural disaster;

### epidemic or pandemic;

### terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

### nuclear, chemical or biological contamination or sonic boom;

### any law or any action taken by a government or public authority; and

### collapse of buildings, fire, explosion or accident,

## (in each case a **Force Majeure Event**).

## The following shall not be considered to be Force Majeure Events (to the extent only that they affect the Supplier):

### any labour or trade dispute, strikes, industrial action or lockouts;

### docking or other off-loading restrictions imposed at ports (whether as a result of poor weather or otherwise);

### non-performance by suppliers or Approved Subcontractors;

### any increase in fuel, raw material or labour costs; or

### any interruption or failure of utility service.

## If a Force Majeure Event prevents, hinders or delays the ability of the Supplier to supply the Goods, the parties shall negotiate in good faith to agree a way forward.

## A party affected by a Force Majeure Event (the **Affected Party**) will:

### promptly notify the other party in writing when the Force Majeure Event occurs and when it is brought to an end; and

### use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

## If the Force Majeure Event prevents the Affected Party's performance of its obligations for a continuous period of more than two weeks:

### either party may terminate the Agreement by giving written notice to that effect to the other party; and

### in any other event, the party not affected by the Force Majeure Event may terminate the Agreement immediately by giving written notice to that effect to the Affected Party.

# Intellectual Property

## All documents, plans, drawings and designs supplied to the Supplier by the Customer at the request of a retailer or otherwise shall remain the property of the Customer or the relevant retailer. The Supplier shall keep them in safe custody, at its own risk and treat them as confidential and shall use them only for the purposes for which they were supplied and shall deliver them up to the Customer promptly upon request.

## All Intellectual Property Rights in anything that the Customer supplies to the Supplier shall belong to the Customer.

## All Intellectual Property Rights in anything that the Supplier develops, on behalf of the Customer, a retailer or otherwise, specifically to meet the Supplier’s obligations under this Agreement will be the property of the Customer or as the Customer directs. If required, the Supplier agrees to transfer all intellectual Property Rights in full by way of an assignment in writing with full title guarantee to such person as the Customer directs which will apply from the date on which any relevant material or data is created.

# General

## **Assignment and other dealings.**

### The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

### The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of the Customer.

## **Confidentiality.**

### Each party undertakes that it shall not at any time disclose to any person any information obtained or received by the other party concerning the business, affairs, customers, clients, suppliers, dealings and pricing information of the other party except as permitted by clause 18.2.2.

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

#### to its employees, officers, representatives, agents, Approved Subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives, agents, Approved Subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18.2; and

#### as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

### No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

## **Entire agreement.**

### This Agreement 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.

### Each party agrees that it 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

## **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **Severance.** If any provision or part-provision of the Agreement 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 Agreement.

## **Notices.**

### Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and delivered by email, addressed to that party’s representative at the email address set out in the Contract Details or such other email address as that party may have specified to the other party in accordance with this clause and must request confirmation or acknowledgement of receipt.

### Any such notice or other communication shall be deemed to have been received one Business Day after transmission.

### The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **Third party rights.** No one other than a party to this Agreement and their permitted assignees shall have any right to enforce any of its terms.

## **Governing law.** The Agreement, 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.

## **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 this Agreement or its subject matter or formation.

## **PART 3 – THE SCHEDULE**

## **Schedule 1**

## **Goods Supplied**

|  |  |  |  |
| --- | --- | --- | --- |
| **Goods Description** | **Specification** | **Programme Volume** | **Price (£)** |
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