

## RVT GROUP LIMITED TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

The Customer's attention is particularly drawn to the provisions of clause 15.

### 1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Agreed Purposes</b>	the performance of a contract and any other purpose agreed in writing between the parties from time to time.
<b>Call-out Number</b>	a unique number provided to the Customer by the Supplier on reporting of a breakdown of the Equipment as set out in clause 8.
<b>Commencement Date</b>	has the meaning set out in clause 2.3.
<b>Conditions</b>	these terms and conditions as amended from time to time in accordance with clause 18.9.
<b>Contract</b>	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
<b>Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures</b>	as set out in the Data Protection Legislation in force at the time.
<b>Customer</b>	the person or firm who purchases the Goods and/or Services from the Supplier.
<b>Data Protection Legislation</b>	all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has

	legal effect in the UK).
<b>Delivery Location</b>	has the meaning set out in clause 4.2.
<b>Equipment</b>	the hired items as set out in the Order and agreed between the parties from time to time.
<b>Force Majeure Event</b>	has the meaning given to it in clause 17.1.
<b>Goods</b>	the goods (or any part of them) set out in the Order.
<b>Goods Specification</b>	any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.
<b>Guarantor</b>	the legal entity that agrees to guarantee the obligations of the Customer under this agreement as defined in the Parent Company Guarantee.
<b>Intellectual Property Rights</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.
<b>Off-Hire Number</b>	a unique number provided by the Supplier to the Customer in the event the Contract is fully or partially terminated by the Customer as set out in clause 16.
<b>Order</b>	the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.
<b>Parent Company Guarantee</b>	the Supplier's standard form agreement between the Customer, the Guarantor and the Supplier.
<b>Permitted Recipients</b>	The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.
<b>Rental Period</b>	the period from the date noted in the Order until the Equipment is either: <ul style="list-style-type: none"> <li>(a) returned to the Supplier in accordance with clause 16; or</li> </ul>

- (b) the Customer purchases the Equipment in accordance with clause 9.

<b>Service Specification</b>	the hiring of the Equipment by the Supplier to the Customer.
<b>Services</b>	the services and Equipment supplied by the Supplier to the Customer as set out in the Service Specification below.
<b>Shared Personal Data</b>	the personal data to be shared between the parties under clause 13.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: <ul style="list-style-type: none"><li>a. names</li><li>b. their geographical and email addresses; and</li><li>c. their home, work and mobile telephone numbers.</li></ul>
<b>Site</b>	the Customer's registered address or as otherwise notified to the Supplier.
<b>Supplier</b>	RVT Group Limited registered in England and Wales with company number 07907482 with a registered office of Prospect House Riverside Industrial Estate, Riverside Way, Dartford, Kent, DA1 5BS.
<b>Supplier Materials</b>	has the meaning set out in clause 7.1.7.
<b>Weekly Rate</b>	the weekly hire charge as determined by the Supplier from time to time.
<b>Working Hours</b>	Monday to Friday (except public holidays) between the hours of 07:30 and 16:30.

## 1.2 Construction.

1.2.1 In these Conditions, the following rules apply:

- (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 or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory 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;
- (d) 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; and

(e) a reference to **writing** or **written** includes faxes and e-mails.

1.3 These Conditions are in line with best practice of the construction plant hire industry and the Supplier has sought to make these Conditions as consistent as possible with the CPA (Construction Plant Hire Association) Model Conditions for the Hiring of Plant.

## 2. **Basis of contract**

2.1 The Order constitutes an offer by the Customer to purchase the Goods and/or the hire of the Equipment in accordance with these Conditions.

2.2 The Supplier shall supply the Goods for sale and/or the Equipment for hire (unless some or all of the Equipment is purchased in accordance with clause 9 upon such time they shall become Goods for the purposes of this Contract).

2.3 The Order shall be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.9 The Guarantor, if required, shall enter into a Parent Company Guarantee before the Commencement Date of the Contract.

2.10 The proposed Guarantor shall, in the sole opinion of the Supplier, be of sufficient financial standing to be able to meet the Customer's obligations under this Contract.

## 3. **Goods and Equipment**

3.1 The Goods and Equipment are set out in the Goods Specification and the Services Specification.

3.2 The Supplier reserves the right to amend the specification of the Goods and Equipment

- 3.2.1 if required by any applicable statutory or regulatory requirements; or
- 3.2.2 by replacing the Equipment with an alternative which is of a similar description and quality as the Equipment contained in the Order.

#### 4. **Delivery of Goods and Equipment**

4.1 The Supplier shall ensure that:

4.1.1 each delivery of the Goods and/or Equipment is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods and/or Equipment (including the code number of the Goods and/or Equipment, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods and/or Equipment remaining to be delivered; and

4.1.2 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 The Customer shall collect the Goods and/or Equipment from the Supplier's premises at Prospect House, Riverside Industrial Estate, Riverside Way, Dartford DA1 5BS or such other location as may be advised by Supplier before delivery (**Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Goods and/or Equipment are ready.

4.3 The Supplier may deliver the Goods and or/Equipment to the Customer at the Site as set out in the Order and subject to clause 11.5.

4.4 Delivery of the Goods and/or Equipment shall be completed on the completion of loading of the Goods and/or Equipment at the Delivery Location (**Delivery**).

4.5 Subject to clause 9, on completion of the Contract for the Services, the Customer shall return the Equipment to the Supplier at the Delivery Location at the end of the Rental Period.

4.6 Any dates quoted for delivery of the Goods and/or Equipment are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods and/or Equipment that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Equipment.

4.7 The Supplier shall have no liability for any failure to deliver the Goods and/or Equipment to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods and/or Equipment or any relevant instruction related to the supply of the Goods and/or Equipment.

4.8 If the Customer fails to accept or take delivery of the Goods and/or Equipment within 3 Business Days of the Supplier notifying the Customer that the Goods and/or Equipment are ready, then except where such failure or delay is caused by a

Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods and/or Equipment:

- 4.8.1 delivery of the Goods and/or Equipment shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods and/or Equipment were ready; and
- 4.8.2 the Supplier shall store the Goods and/or Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.9 If 10 Business Days after the Supplier notified the Customer that the Goods and/or Equipment were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and/or Equipment and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods and/or Equipment or charge the Customer for any shortfall below the price of the Goods and/or Equipment.
- 4.10 The Supplier may deliver the Goods and/or Equipment 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.
- 4.11 At the cost of the Customer, the Supplier may deliver the Goods and/or Equipment to the Customer as agreed in the Order.

## 5. **Title and risk**

### 5.1 Equipment

- 5.1.1 The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement except where the Customer purchases the Equipment as set out in clause 9).
- 5.1.2 Subject to clause 5.1.3, the risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to the Supplier. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
  - (a) Comprehensive insurance of the Equipment up to a value not less than its full replacement value against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;
  - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or

public liability risks of whatever nature and however arising in connection with the Equipment; and

- (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer.

5.1.3 After the Equipment has been removed from the Delivery Location or the Site and is in transit on a highway maintainable at the public expense, the Customer shall not be liable for damage, loss or injury in connection with the Equipment if the Supplier has arranged such transportation.

5.1.4 All insurance policies procured by the Customer shall be endorsed to provide the Supplier with at least 20 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

5.1.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

5.1.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Customer to confirm the insurance arrangements.

5.1.7 The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

## 5.2 Goods

5.2.1 The risk in the Goods shall pass to the Customer on completion of Delivery.

5.2.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

5.2.3 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 the Supplier'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 the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 16.3.2 to clause 16.3.14; and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

5.2.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 16.3.2 to clause 16.3.14, then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
  - (i) require the Customer to deliver up all Goods in its possession; 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.

## 6. **Supply of Services**

6.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

## 7. **Customer's obligations**

7.1 In relation to the Services, the Customer shall:

7.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;

7.1.2 co-operate with the Supplier in all matters relating to the Services;

7.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;



- 7.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 7.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 7.1.6 ensure that the Equipment is used only by the Customer and its employees, agents, subcontractors and consultants;
- 7.1.7 keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- 7.1.8 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
- 7.1.9 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 7.1.10 operate the Equipment in a manner not likely to cause excessive wear and tear or beyond its safe capacity;
- 7.1.11 ensure that all electrical Equipment is:
  - (a) connected to the correct supply via suitable plugs, adapters or sockets fitted where appropriate by a competent person;
  - (b) returned to the Supplier in its original condition;
  - (c) correctly earthed and insulated; and
  - (d) in relation to 240v electrical Equipment, protected by an electrical circuit breakers;
- 7.1.12 ensure all liquid fuels and compressed gases supplied for use with the Equipment are transported, stored and used in a manner and in accordance with any safety instructions supplied with the Equipment or as instructed by the Supplier;
- 7.1.13 make no alteration or repairs to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Supplier unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it in

accordance with clause 8. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Supplier immediately upon installation;

- 7.1.14 keep the Supplier fully informed of all material matters relating to the Equipment;
- 7.1.15 shall not remove, deface or cover up any:
  - (a) name-plate;
  - (b) identification plate;
  - (c) number on the Equipment; or
  - (d) any safety or warning notice displayed on the Equipment.
- 7.1.16 in the event the Customer fails to comply with clause 7.1.15, shall pay the Supplier the cost of replacement of any identifying, safety plate or mark which, in the Supplier's absolute discretion, require to be replaced at the end of the Rental Period;
- 7.1.17 use fuel clean and free from contamination and suitable for the Equipment as approved by the Supplier;
- 7.1.18 at all times keep the Equipment in the possession of the Customer and keep the Supplier informed of its location;
- 7.1.19 ensure that loading, transporting and unloading is undertaken by a competent person or persons under the employment or control of the Customer;
- 7.1.20 permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- 7.1.21 maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Supplier, together with such additional information as the Supplier may reasonably require;
- 7.1.22 not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 7.1.23 not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Supplier against all losses, costs or expenses incurred as a result of such affixation or removal;

- 7.1.24 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Equipment and a right for the Supplier to enter onto such land or building to remove the Equipment;
  - 7.1.25 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
  - 7.1.26 be responsible for the cost and expense of recovering any Equipment from soft or unsuitable ground or a hazardous environment;
  - 7.1.27 not use the Equipment for any unlawful purpose;
  - 7.1.28 ensure all statutory requirements for the use of the Equipment are observed at all times;
  - 7.1.29 ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment; and
  - 7.1.30 deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment.
- 7.2 The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify the Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this agreement.
- 7.3 The Customer will notify the Supplier immediately in writing of any accidents in connection with the Equipment resulting in damage of any property or persons including all relevant details, pictures, names, activities and circumstances.

## 8. **Breakdown of the Equipment**

- 8.1 The Customer shall inform the Supplier immediately in writing if the Equipment breaks down or is not working satisfactorily. The Customer shall be provided a Call-out Number which must be quoted in any subsequent communication.
- 8.2 Claims relating to breakdown or malfunction will only be considered during Working Hours and the Supplier shall use all reasonable endeavours to repair the Equipment (to the extent necessary) within 24 hours of issuing a Call-Out Number to the Customer provided that the Call-out Number was issued during Working Hours otherwise within 48 hours.
- 8.3 The Customer shall pay the Supplier all costs in connection with the call-out, repair and transport charges relating to any breakdown or damage arising from the Customer's failure to observe the terms and conditions in this Contract.
- 8.4 Full allowance shall be made to the Customer for any stoppage due to the breakdown of the Equipment caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs.
- 8.5 The Customer shall promptly repair punctures in wheeled Equipment at the Customer's expense.
- 8.6 If the Supplier cannot repair the Equipment, the Supplier may substitute the Equipment of a similar type or terminate this Contract and repossess the Equipment.

## 9. **Purchase of Equipment**

- 9.1 If the Customer wishes to purchase the Equipment, the Customer shall provide a written application to the Supplier at least 5 Business Days prior to the last Business Day of the Rental Period or as otherwise agreed.
- 9.2 The Supplier, under its full discretion, will provide a written response (**Terms of Sale**) within 10 Business Days of receipt of the Customer's application. The Terms of Sale shall contain the following:
- 9.2.1 whether the Customer's application is successful;
  - 9.2.2 the price at which the Supplier shall sell the Equipment;
  - 9.2.3 a sales invoice to be paid by the Customer on acceptance of the Supplier's Terms of Sale;
- 9.3 The Customer shall not be entitled to purchase the Equipment if there are any amounts outstanding under the Contract.
- 9.4 The hire charges under the Contract shall cease upon receipt of payment of the sales invoice referred to in clause 9.2.3.
- 9.5 Upon completion of the purchase of the Equipment under this clause 9, such title to the Equipment as the Supplier had on the Commencement Date shall transfer to the Customer. The Equipment shall transfer to the Customer in the condition and at the location in which it is found on the date of transfer. From the date of completion

in accordance with this clause, the Equipment will be regarded as a Good under the terms of this agreement.

## 10. **Warranty**

10.1 The Customer warrants that the Equipment and/or Goods shall substantially conform to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier. The Supplier shall use all reasonable endeavours to remedy any material defect in the Equipment which manifests itself within 3 days from Delivery, provided that:

10.1.1 the Customer notifies the Supplier of any defect in writing within 24 hours of the defect occurring or of becoming aware of the defect;

10.1.2 the Supplier is permitted to make a full examination of the alleged defect;

10.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;

10.1.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and

10.1.5 the defect is directly attributable to defective material, workmanship or design.

10.2 The Supplier shall not be liable for the Goods' and/or Equipment failure to comply with the warranty in clause 10.1 if:

10.2.1 Upon inspection by the Customer on Delivery, the Customer was satisfied with the condition of the Goods and/or Equipment and could not be reasonably foreseen on such inspection;

10.2.2 the Customer makes any further use of such Goods and/or Equipment after giving a notice in accordance with clause 9.1;

10.2.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or Equipment or (if there are none) good trade practice;

10.2.4 the Customer alters or repairs such Goods and/or Equipment without the written consent of the Supplier;

10.2.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

10.2.6 the Goods and/or Equipment differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

10.3 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Customer shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer.

- 10.4 If the Supplier fails to remedy any material defect in the Equipment in accordance with clause 10.1, the Supplier shall, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement and, if relevant, return any deposit (or any part of it).
- 10.5 Except as provided in this clause 10.1, the Supplier shall have no liability to the Customer in respect of the Goods' and/or Equipment failure to comply with the warranty set out in clause 10.1.
- 10.6 The terms of these Conditions shall apply to any repaired or replacement Goods and/ Equipment supplied by the Supplier under clause 10.

## 11. **Charges and payment**

- 11.1 The price for Goods shall be the price set out in the Order.
- 11.2 The weekly hire rate for the Equipment shall be the weekly hire rate set out in the Order.
- 11.3 If no price is quoted in the Order, the Goods will be charged as set out in the Supplier's published price list as at the date of Delivery.
- 11.4 The Services will be charged at the Weekly Rate for a minimum of a week following Delivery and thereafter each day of hire will be charged at 1/7th of the Weekly Rate up to and including the last day of the Rental Period.
- 11.5 The price of the Goods and/or Equipment is exclusive of all costs and charges of packaging, consumable products, insurance, transport of the Goods and/or Equipment, which shall be paid by the Customer when it pays for the Goods and/or Equipment.
- 11.6 An allowance to the hire rate shall be made to provide for travelling time for the Delivery and return of the Equipment.
- 11.7 The Supplier reserves the right to:
- 11.7.1 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
  - (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 11.8 Notwithstanding clause 8.3, when the Equipment is prevented from working for 5 working days, the hire rate shall be two thirds of the hire rate or such other rate as is agreed in writing between the parties for the period during which the Equipment

is not in use. If the Equipment works for any time during Working Hours then the whole of that working day shall be charged as working time.

- 11.9 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on monthly in arrear (or earlier if otherwise agreed).
- 11.10 The Customer shall pay each invoice submitted by the Supplier:
- 11.10.1 subject to clause 11.10.2, within 14 days of the date of the invoice, unless the Customer holds a credit account for which the invoice is payable within 30 days of the date of the invoice;
- 11.10.2 in relation to any Order of bespoke Goods and/or Equipment, on or before the Commencement Date where the Customer shall pay the Supplier 75% of the net Order value or as otherwise agreed between the parties in writing with the remaining amount due in accordance with clause 11.10.1;
- 11.10.3 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- 11.10.4 time for payment shall be of the essence of the Contract.
- 11.11 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 11.12 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time (**Interest**). Such Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the Interest together with the overdue amount.
- 11.13 Any disputes or complaints the Customer may have in relation to the invoice must be made in writing and received no later than 3 months after the date of the invoice.
- 11.14 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 11.15 The Supplier may require the Customer to pay a deposit against the value of the Equipment supplied. The Supplier may retain the whole or part of the deposit to set off the Customer's liabilities howsoever arising under this Contract.
- 11.16 The Supplier shall return the deposit or any balance of it (in accordance with clause 11.15) within 7 days after the Equipment is returned to the Supplier and there are no outstanding fees payable under the Contract.

11.17 If the Order contains a hire rate for a minimum Rental Period for the supply of Services and the Contract is terminated before the completion of that Rental Period, the Supplier reserves the right to increase the price for the Rental Period of the Contract to the rate applicable to the actual Rental Period.

## 12. **Intellectual property rights**

12.1 All Intellectual Property Rights in or arising out of or in connection with the Services and Goods shall be owned by the Supplier.

12.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

12.3 All Supplier Materials are the exclusive property of the Supplier.

## 13. **Data protection**

13.1 Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

13.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation in relation to Shared Personal Data by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

13.3 Each party shall:

13.3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

13.3.2 give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

13.3.3 process the Shared Personal Data only for the Agreed Purposes;

13.3.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

13.3.5 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

13.3.6 not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:



- (a) complies with the provisions of Articles 26 GDPR (in the event the third party is a joint controller); and
- (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

13.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- 13.4.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 13.4.2 promptly inform the other party about the receipt of any data subject access request which may relate to Shared Personal Data;
- 13.4.3 provide the other party with reasonable assistance in complying with any such data subject access request;
- 13.4.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- 13.4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 13.4.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation in relation the Shared Personal Data;
- 13.4.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser unless required by law to store the personal data;
- 13.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 13.4; and
- 13.4.9 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach.

#### 14. **Confidentiality**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and

services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 13.1 shall survive termination of the Contract.

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

15.1 Nothing in these Conditions shall limit or exclude either party's liability for:

15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

15.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

15.1.5 defective products under the Consumer Protection Act 1987.

15.2 Subject to clause 15.1:

15.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ;

15.2.2 The Supplier shall not be liable to the Customer or any third party arising directly or indirectly from any breakdown or faulty working of the Equipment;

15.2.3 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000 for any claim or combination of such claims;

15.2.4 the Supplier's total liability to the Customer in respect of any losses arising from a breach of professional duty by the Supplier or its employees shall not exceed the value of the Contract; and

15.2.5 the Supplier's total liability to the Customer in respect of any product liability claims arising from the Goods shall not exceed £2,000,000.

15.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15.4 This clause 15 shall survive termination of the Contract.

16. **Termination**

16.1 Upon the Supplier receiving at least 7 days written notice of termination of the Contract for the Services from the Customer or as otherwise agreed by the parties in writing, the following provisions will apply:

16.1.1 the Supplier shall provide the Customer with an Off-Hire Number to terminate the Rental Period;

16.1.2 the Customer shall be liable for all charges incurred subsisting as at the date the Off-Hire Number was given;

16.1.3 the Customer must return the Equipment in good working order and in no worse condition than as supplied to the Customer (except any reasonable wear and tear incurred in the ordinary use of the Equipment) at the end of the Rental Period;

16.1.4 the Customer shall pay any additional charges for cleaning and restoration if deemed required by the Supplier;

16.1.5 if the Customer cannot return the Equipment or any part of it at the end of the Rental Period, the Customer shall pay the Supplier the manufacturer's recommended selling price for the Equipment or such reasonable price as determined by the Supplier, in addition to those charges referred to in clause 16.1.2 and clause 16.1.4; and

16.1.6 until the sale price is paid under clause 16.1.5 or as otherwise agreed between the parties in writing, the Customer will pay the Supplier continuing hire charges plus Interest.

16.2 In the event that the Customer requires an Off-Hire Number in relation to some, but not all, of the Equipment (**Remaining Equipment**), the following applies:

16.2.1 the Supplier will provide an Off-Hire Number in relation to the Equipment being returned;

16.2.2 upon the Supplier providing the Off-Hire Number, the Supplier will also provide the Customer with a new Order number for the Remaining Equipment; and

16.2.3 in accordance with clause 16.7.1(b), the Customer shall pay all additional costs and expenses incurred by the Supplier in recovering such Equipment.

16.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

16.3.1 the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

16.3.2 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts

or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 16.3.3 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 16.3.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that Customer;
- 16.3.5 the Customer (being an individual) is the subject of a bankruptcy petition or order;
- 16.3.6 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 16.3.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);
- 16.3.8 the holder of a qualifying charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 16.3.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the Customer;
- 16.3.10 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.3.2 to clause 16.3.9 (inclusive);
- 16.3.11 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 16.3.12 the Customer fails to provide a signed Parent Company Guarantee in accordance with clause 2.9;
- 16.3.13 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 16.3.14 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

- 16.4 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 16.5 Any waiver of a breach of the terms of this Contract shall not prevent the Supplier from enforcing any term of the Contract and shall not constitute a waiver of any subsequent breach.
- 16.6 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 16.3.2 to clause 16.3.14, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 16.7 Consequences of Termination:
- 16.7.1 On termination of the Contract by the Customer in accordance with clause 16.1:
- (a) the Customer and/or Guarantor shall pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest, and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer on receipt in accordance with clause 11;
  - (b) the Customer shall return all of the Supplier Materials and any Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Any costs and expenses incurred by the Supplier in recovering the Equipment (including any storage, insurance, repair, transport, legal and remarketing costs) shall be immediately payable. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
  - (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 16.7.2 On termination of the Contract for any reason, notwithstanding that set out in clause 16.7.1:
- (a) the Customer and/or Guarantor shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and/or Goods supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- (b) the Customer shall return all of the Supplier Materials and any Goods and/or Equipment which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Any costs and expenses incurred by the Supplier in recovering the Goods and/or Equipment (including any storage, insurance, repair, transport, legal and remarketing costs) shall be immediately payable. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 17. **Force majeure**

- 17.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 17.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 17.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## 18. **General**

### 18.1 **Assignment and other dealings.**

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

### 18.2 **Entire Agreement.**

- 18.2.1 This 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.

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

### 18.3 **Notices.**

18.3.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

18.3.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 4.2; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

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

### 18.4 **Severance.**

18.4.1 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.

18.4.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 18.5 **Dispute Resolution.**

18.5.1 If any dispute arises between the parties out of, or in connection with, this agreement, the matter shall be referred to senior representatives of each party who shall use their reasonable endeavours to resolve it.

18.5.2 If the dispute is not resolved within 14 days of the referral being made under clause 18.5.1, the parties shall resolve the matter through arbitration in accordance with clause 18.5.3.

- 18.5.3 Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within 14 days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Deputy President of the Chartered Institute of Arbitrators.
- 18.6 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.
- 18.7 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 18.8 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 18.9 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 18.10 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.11 **Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).