



SEVERFIELD PLC

**CONDITIONS OF PURCHASE
FOR GOODS AND SERVICES**

DECEMBER 2019 EDITION

1. Definitions, Interpretation & General

1.1 Definitions:

In these Conditions and, where the same are incorporated by reference, the following expressions shall have the following meanings:

- a) the "Client" means the person or persons or firm or company for whom the Purchaser has undertaken to execute the Principal Contract Works or any part thereof;
- b) the "Conditions" shall mean the Severfield plc Conditions of Purchase – December 2019 Edition;
- c) the "Contract" means the Purchase Order, the Contract Details, the Conditions and all documents referred to in these aforementioned documents;
- d) the "Contract Details" means the details completed for each Supplier incorporating these Conditions;
- e) "Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and Controls, Controlled and the expression change of Control shall be construed accordingly.
- f) the "Delivery Address" means the address specified in the Purchase Order;
- g) the "Delivery Date" means the date specified in the Purchase Order;
- h) "Force Majeure" shall mean any circumstances which were not reasonably foreseeable and which were beyond the control of the Purchaser or the Supplier or the Supplier's sub-contractors and which by the exercise of reasonable diligence the Purchaser or the Supplier or the Supplier's sub-contractors would have been unable to prevent or provide against and shall in any event be limited solely to Acts of God or the Public Enemy, war, rebellion, civil disturbance, compliance with any order, act or regulation of any government or government agency.
- i) the "Goods" means all goods to be provided by the Supplier under the Contract as specified in the Contract Details and more specifically referenced in the Purchase Order;
- j) the "Price" means the price stated in the Purchase Order;
- k) the "Principal Contract" means the Purchaser's Agreement with the Client;
- l) the "Principal Contract Works" means the works to be provided pursuant to the Principal Contract;
- m) the "Purchaser" means the purchaser identified in Purchase Order;
- n) the "Purchaser's Authorised Representative" means the person so identified in the Contract Details;
- o) the "Purchase Order" means the specific order form issued by the Purchaser that refers to these Conditions and which shall contain the Price and which together form the Contract;
- p) the "Purchaser Related Party" means any entity that directly Controls, is controlled by or is in common Control with another Party;
- q) the "Services" means all services to be provided by the Supplier under the Contract as specified in the Contract Details and more specifically referenced in the Purchase Order;
- r) the "Site" means the place (other than the Supplier's own works) where the Goods are to be delivered as specified in the Purchase Order;
- s) the "Supplier" means the supplier identified in Purchase Order.
- t) the "Supplier's Authorised Representative" means the person so identified in the Contract Details;
- u) the "Variations" means those variations issued pursuant to clause 2.7 herein

1.2 Interpretation:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes successors and permitted assigns.
- c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that statute or statutory provision.
- d) A reference to writing or written includes email.

1.3 General:

- a) The Purchaser appoints the Supplier on a non-exclusive basis as a Supplier of Goods and/or Services.
- b) The Supplier shall sell the Goods and/or supply the Services to the Purchaser in accordance with the terms of the Contract. Unless otherwise stated, the provisions of this Agreement shall apply to both Goods and Services.
- c) This Agreement shall apply to the exclusion of any other terms on which any quotation has been given to the Purchaser or subject to which an Order is placed or accepted or purported to be accepted by the Supplier.
- d) For the avoidance of doubt, in entering into this Agreement, no volume or guarantee is granted by the Purchaser in relation to the provision of the Goods and Services pursuant to this Agreement.

2. Supply of Goods and Services

2.1 The Purchaser may at any time place an order for the Goods or Services by completing the Purchase Order.

2.2 The Supplier shall be deemed to have satisfied himself as to the extent of the Goods and/or Services and to have acquainted himself with the drawings and specifications that apply to the Contract as provided, amongst other things and without limitation, by the Purchaser's enquiry documents and the Purchase Order. Where applicable, the Supplier shall be deemed to have visited and inspected the Site and to have made full allowance in its tender for all aspects affecting the execution of the Contract.

2.3 To the extent that the Supplier has designed the Goods or any part thereof and/or selected materials for incorporation into the Goods or any part thereof (including as a result of a Variation) the Supplier shall have the like liability to the Purchaser whether under statute or otherwise, as would an appropriate professional designer holding himself out as competent to take on work for such design and/or selection of materials.

2.4 The Supplier shall ensure that the Goods are properly packed and shall effect all marking and labelling of the Goods that are necessary to ensure safe and proper handling, processing, storage and transport bearing all appropriate warnings and as may be particularly required by the Purchaser.

2.5 The Supplier shall, at its own expense, carry out such inspections and tests as may be required for the purpose of ensuring that the Goods and/or Services are compliant with all legislation and safe and without risks to health and safety when properly used and are in full compliance with the Contract. Furthermore, the Supplier and its sub-contractors shall at all times allow persons duly authorised by the Purchaser to make any inspections or tests as the Purchaser may require and shall afford to the Purchaser all reasonable facilities and assistance free of cost.

2.6 Where the Principal Contract is identified in the Purchase Order, the Supplier shall be deemed to have full knowledge of all of the provisions of the Principal Contract and associated contract documents and shall comply with and be bound by the same insofar as they relate to the Goods or Services as the case may be.

2.7 The Supplier shall comply with all written instructions from the Purchaser including any change or modification to the design, quality or quantity of the Goods, the addition, omission or substitution of any Goods and the place for delivery of the Goods ("Variations"). If within a period of 7 (seven) days from the issue of a written instruction by the Purchaser the Supplier has failed to proceed regularly and diligently with the instruction, the Purchaser may employ and pay other persons to comply with the instruction. All costs directly and indirectly incurred as a result shall be owed to the Purchaser as a debt and may be deducted by the Purchaser from any moneys that may be due to the Supplier.

2.8 The Purchaser shall value Variations by using the rates and prices for the goods that are similar to the Goods or Services or if the goods or services are not similar to the Goods or Services, the Purchaser shall value Variations

at fair and reasonable rates and prices.

- 2.9 The Supplier shall not amend the Contract without prior written consent of the Purchaser and should the Purchaser not provide such consent and the Supplier cannot comply with its obligations, the Purchaser can terminate the Contract and the Supplier shall return any payments already received to the Purchaser.

3. Warranties

- 3.1 The Supplier warrants to the Purchaser that the Goods and Services (as the case may be):

- a) shall be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier;
- b) shall be free from defects;
- c) will conform with all requirements for the Goods and Services; and
- d) will comply with all statutory requirements, regulations or other legal requirements;

- 3.2 Furthermore, the Supplier shall, in undertaking the Services:

- a) use all reasonable skill and care of the standard to be reasonably expected of an appropriately qualified and experienced entity within the same industry as the Supplier;
- b) use appropriately qualified and trained personnel exercising due care and diligence and to such high standard of quality as is reasonable for the Purchaser to expect in all the circumstances.

Without limiting any other remedy, if any Goods or Services are not performed in accordance with this Agreement, then the Purchaser shall be entitled to require the Supplier to supply replacement Goods or perform additional Services at no extra cost to the Purchaser.

- 3.3 The Supplier shall indemnify the Purchaser in full against all liability, loss, damages, costs, expenses (including legal expenses) awarded against or incurred or paid by the Purchaser as a result or in connection with:

- a) breach of any warranty given by the Supplier in relation to the Goods or the Services;
- b) any claim that the Goods or Services or anything supplied by the Supplier in the provision of the Services infringe the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by the Purchaser; and
- c) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying or delivering the Goods or performing the Services.

- 3.4 The Supplier warrants that the supply by the Supplier of the Goods and Services and the use by the Purchaser or Client or any other user of the Goods or Services do not and will not infringe the intellectual property rights of any third party, whether in the form of letters patent, trade or service marks, registered designs, unregistered designs, copyright or any other similar right and the Supplier shall indemnify the Purchaser and the Client against all claims, demands, damages, penalties, costs, expenses or liability arising as a result of the breach of this warranty by the Supplier.

4. Delivery

- 4.1 Time shall be of the essence in the delivery of the Goods and Services.

- 4.2 The Goods shall be delivered to and the Services performed at the Delivery Address on the specified Delivery Date and must be accompanied by the appropriate paperwork. If the Delivery Date(s) cannot be met or if complete orders for Goods and/or Services cannot be achieved for any reason whatsoever, the Supplier shall inform the Purchaser as soon as it becomes aware of the same shall take all appropriate steps to mitigate the delay.

- 4.3 Should the Goods or Services be required urgently, this must be stated on the Purchase Order and the acknowledgement from the Supplier shall state the cost of the delivery for urgent supplies which must be reasonable in all the circumstances.

- 4.4 Delivery in instalments or separate consignments shall be permitted only with the prior consent in writing of the Purchaser's Authorised Representative.

- 4.5 Should there be any delay in the delivery of the Goods and/or Services, the Purchaser may at its option and without prejudice to any other rights or remedies it may have, either:
- a) refuse to take delivery of or reject the Goods or Services or any part thereof as it may choose, and the Purchaser shall have no liability for the associated payment; or
 - b) take delivery of and keep the Goods or accept the Services or any part thereof as it may choose, in which event the Supplier shall pay to the Purchaser such sum as the Purchaser may claim for any costs, losses, damages and expense suffered or incurred (including but not limited to any liquidated damages or unliquidated damages set off or deducted by the Client from monies due to the Purchaser and/or paid by the Purchaser to the Client) by the Purchaser as a result of or in connection with such late delivery, provided always that the same shall not be payable in the event of act of Force Majeure or an act or omission by the Purchaser in which case the Purchaser shall grant an extension of time which shall be fair and reasonable in all the circumstances.
- 4.6 The Supplier shall repair or replace free of charge Goods damaged or lost in transit and due delivery of the Goods shall not be deemed to have taken place until replacement or repaired Goods have been delivered by the Supplier to the Purchaser. The Purchaser reserves the right to hold such damaged Goods at the Purchaser's risk or to return them at the risk and expense of the Supplier.
- 4.7 The Supplier shall insure the Goods from dispatch until delivery to the Purchaser.
- 4.8 Risk in the Goods shall pass to the Purchaser upon delivery of the Goods to the Site.
- 4.9 Title in the Goods or any part thereof shall pass to the Purchaser on their being appropriated to the Contract or on delivery of or on payment for the Goods or any such part whichever is the sooner. Any Goods for which the Purchaser has been paid but which have not been delivered shall be clearly identified as the property of the Purchaser and stored in safe and suitable conditions and in accordance with any instructions given by the Purchaser.
- 4.10 Where the Purchaser or the Client for the purposes of the Contract issues materials or other items free of charge to the Supplier, such materials and other items shall be and remain the property of the Purchaser or the Client as the case may be and shall be used by the Supplier solely in connection with the Contract. The Supplier shall, (unless within three working days from receipt the Supplier notifies the Purchaser in writing to the contrary setting out appropriate details), be deemed to have satisfied itself as to the suitability of such materials and other items for their intended use and to have received them in good order and condition and in the quantities specified in the Contract. The Supplier shall thereafter be responsible for and accountable to the Purchaser for any loss or damage to the materials (including without limitation any waste thereof arising from any fault or neglect of the Supplier) until safe delivery of the completed Goods incorporating the said materials or return the same to the Purchaser upon completion or performance of the Contract. Any scrap or surplus arising from these materials shall, at the Purchaser's discretion be either safely delivered with the Goods as set out above or sold by the Supplier by competitive tender and the amount so obtained paid or credited to the Purchaser.

5. Price and Payments

- 5.1 Unless expressly agreed otherwise in writing signed by the Purchaser's Authorised Representative or unless expressly stated otherwise in the Purchase Order, the Price for the Goods shall be a lump sum fixed price exclusive of Value Added Tax ("VAT"), fixed and firm for the duration of the Contract, inclusive of all ancillary costs including but not limited to shipping, packing, delivery, taxes (save for VAT) charges and not subject to fluctuations.
- 5.2 The Supplier shall submit its invoice by the end of the month in which delivery is made. The Purchaser shall make payment by the last day of the month following the month in which the invoice was submitted to the Purchaser.
- 5.3 Further, and in addition to its common law and equitable rights of set-off, if the Supplier shall cause or contribute to loss, claim or contribution suffered by the Purchaser or a Purchaser Related Party against the Supplier or the Purchaser shall become entitled to payment under the contract or any other contract between them, then, without prejudice to and pending the final determination or agreement between the parties as to the amount of such loss, indemnity or contribution or payment, the Supplier shall forthwith pay or allow to the Purchaser to set off such sum as the Purchaser shall bona fide estimate to be the amount of the same, such estimate to be binding and conclusive upon the Supplier until such final determination or agreement.
- 5.4 Notwithstanding anything to the contrary elsewhere in the Contract, if the Client is Insolvent or has failed to pay the Purchaser for the Goods or for the parts of the Principal Contract for which the Goods or Services are

required, the Purchaser shall not be obliged to make any further payment to the Supplier of any amount which is due or may become due to the Supplier unless the Purchaser has received the same from the Client and then only to the extent of such receipt.

- 5.5 For the purposes of this clause 5 and clause 9 or elsewhere if so referred to, a company becomes Insolvent:
- a) on the making of a Company Voluntary Arrangement or other arrangement or composition with its creditors; or
 - b) when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986 (the "Act"); or
 - c) on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of the Act, or the appointment of a receiver under Chapter II of that Part; or
 - d) on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of the Act; or
 - e) on the making of a winding-up order under Part IV or V of the Act.

- 5.6 For the purposes of this clause 5 and clause 9 or elsewhere if so referred to, a partnership becomes Insolvent:
- a) on the making of an arrangement or composition with its creditors; or
 - b) on the making of a winding-up order against it under any provision of the Act as applied by an order under section 420 of the Act; or
 - c) when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.

- 5.7 For the purposes of this clause 5 and clause 9 or elsewhere if so referred to, an individual becomes Insolvent:
- a) on the making of an Individual Voluntary Arrangement or other arrangement or composition with its creditors; or
 - b) on the making of a bankruptcy order against him under Part IX of the Act 1; or
 - c) on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors.

5.8 A company, partnership or individual shall also be treated as insolvent on the occurrence of any event corresponding to those specified above under the laws of Northern Ireland or of a country outside the United Kingdom.

6. Indemnity

- 6.1 The Supplier shall indemnify and save harmless the Purchaser and the Client against and from:
- a) any breach, non-observance or non-performance by the Supplier, its servants or agents of any of the provisions of the Contract and the Principal Contract; and
 - b) any act or omission of the Supplier, its servants or agents or any occurrence which renders the Purchaser liable to the Client in contract or tort or otherwise; and
 - c) any claim, damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Supplier, his servants or agents;
 - d) any loss or damage resulting from any claim by an employee of the Supplier in respect of personal injury arising out of or in the course of his employment; and
 - e) all liens and other encumbrances against the Goods or any property belonging to or in the possession of the Purchaser or the Client.

7. Insurance

7.1 The Supplier shall take out and maintain with an established and reputable insurer carrying on business in the United Kingdom all insurances required by law and necessary to discharge its obligations under the Contract in relation to the Goods and/or Services including but without limitation:

- a) employers liability insurance with a limit of liability not less than ten million pounds (£10,000,000) in respect of any one claim or number of claims arising out of any one cause;
- b) public liability insurance with a limit of liability not less than five million pounds (£5,000,000) in respect of any one claim or number of claims arising out of any one cause;
- c) product liability insurance with an annual aggregate limit of liability not less than five million pounds (£5,000,000) in respect of any one claim or number of claims arising out of any one cause; and
- d) all risk insurance (including the total of full reinstatement value of the Goods, the Supplier's equipment, plant and any other property of the Supplier used on or in connection with the Contract).

7.2 The policies referred to in clause 7.1 shall contain extensions substantially in the following form:

- a) Indemnity to Principal: The insurance policy is extended to cover any Principal to the extent that a contract between the Insured and the Principal so requires, subject to the terms and conditions of the policy.
- b) Waiver of Subrogation: The insurer agrees to waive all rights of subrogation, howsoever arising and/or claims against the Purchaser, Severfield plc, its subsidiaries, employees, servants or agents which they may have, or, acquire arising out of any occurrence, in respect of which, any claim is admitted and is insured under the insurance.

7.3 Where the Supplier designs the Goods the Supplier shall take out and maintain professional indemnity insurance (unless it is otherwise expressly confirmed in writing by the Purchaser's Authorised Representative):

- a) with an established and reputable insurer carrying on business in the United Kingdom;
- b) that shall be in an amount of not less than five million pounds (£5,000,000) for each and every claim/in the annual aggregate or such higher amount as shall be specified in writing by the Purchaser's Authorised Representative; and
- c) provided that it remains available on commercially reasonable rates and terms, until the expiry of 12 years from practical completion or the like of the Principal Contract Works.

7.4 The Supplier shall, as and when reasonably required to do so, produce for inspection documentary evidence that the insurances referred to in this clause have been effected and are being maintained.

7.5 The Supplier shall likewise insure the Goods in the full value thereof against all risks until such time as risk of loss passes to the Purchaser.

8. Assignment, Sub-Contracting and Sub-Letting

8.1 The Supplier shall not assign, sub-contract or sub-let the Contract without the express consent in writing of a director of the Purchaser. The consent of the Purchaser shall not relieve the Supplier from any obligation or liability arising under, out of or in connection with the Contract.

8.2 The Purchaser may assign the whole or any part of the Contract or the benefit or burden of the Contract to any other party.

9. Termination and Suspension

9.1 The Purchaser may immediately by notice terminate the Contract without prejudice to any other rights or remedies that the Purchaser may possess if the Supplier:

- a) without reasonable cause wholly or substantially suspends operations or fails to proceed regularly and diligently in connection with the design, manufacture, or delivery of the Goods or Services; or

- b) refuses or neglects to comply with a direction from the Purchaser requiring it to remove any Goods or terminate or suspend Services not in accordance with the Contract; or
- c) fails to comply with clause 8 ; or
- d) fails to complete and deliver up the whole or any portion of the Goods and/or Services by the time or times specified by the Purchaser or by such extended time or times as may be allowed by the Purchaser; or
- e) is Insolvent pursuant to the definitions and clause 5 above; or
- f) fails to comply with any of its obligations under the Contract; or
- g) breaches or causes the Purchaser to breach any of the terms and conditions of the Principal Contract;
- h) in the performance of the Contract carries out an action which leads to a risk of injury or the occurrence of actual injury to any person; or
- i) in the performance of the Contract fails to comply with all applicable legislation, approved codes of practice or policies.

9.2 If the Purchaser does not give the notice referred to in clause 9.1 but the Supplier repeats a default (whether previously repeated or not) then, upon or within a reasonable time after such repetition, the Purchaser may immediately by notice to the Supplier terminate that employment.

9.3 In addition to the rights of termination set out in clauses 9.1 and 9.2 above, the Purchaser may also terminate the Contract at will by providing no less than ten days' notice to the Supplier.

9.4 Upon termination of its employment under the Contract the Supplier shall not be entitled to any compensation, shall not remove any Goods or its goods, materials or property from the Site and shall not be entitled to any further payment until completion and deliver up of the Goods or Services by the others at which time the Supplier shall become entitled to payment for the Goods or Services supplied and completed subject always to the Purchaser's rights of set off or abatement or otherwise withholds all costs, losses, expenses and damages whatsoever which is has or may incur. For the purposes of completing the Goods or Services, the Purchaser shall have free use without charge of any goods, materials and property on the Site and any goods, materials or fabricated work at the Supplier's premises, works or stores which are for the Contract.

9.5 The Purchaser shall, by notice in writing to the Supplier, be entitled to suspend the Contract or any part of the Contract. If the Supplier shall be delayed in the performance of any of his obligations under the Contract by any suspension order (other than a suspension order given by reason of the Supplier's own breach of the Contract), then any additional cost or expense directly and unavoidably incurred by the Supplier as a result of such order shall be added to the Price. The Purchaser, however, shall in no event be liable to the Supplier for any loss of profit, loss of use or loss of trading revenue, whether arising in connection with or as a result of such suspension or otherwise.

10. Copyright

10.1 The Supplier shall retain copyright in any drawings, details, specifications and designs (the "Documents") produced by the Supplier or on the Purchaser's behalf in respect of the Goods and the Supplier shall grant the Purchaser a royalty free nonexclusive licence to use and reproduce all Documents for any purpose whatsoever connected with the Goods. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties.

11. Compliance with legislation and policies

11.1 The Supplier undertakes to protect the Purchaser's standards of business practice at all times and to act in such a way as to uphold the Purchaser's good name and reputation, and not to do or attempt to do any act or thing which is intended and/or which in fact causes any damage to or brings discredit upon the Purchaser and/or which amounts to any offence under the Bribery Act 2010 and/or the Modern Slavery Act.

11.2 The Purchaser shall be entitled by written notice forthwith to terminate the Supplier's engagement under the Contract or any other contract with the Purchaser if the Supplier or any person engaged by him or acting on his behalf, shall have committed an offence under the Bribery Act 2010 and/or the Modern Slavery Act.

- 11.3 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of 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:
- a) the Data Protection Act 2018 and any successor UK legislation;
 - b) 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).
- 11.4 The Supplier shall:
- a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
 - b) have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with clause 11.4 (a);
 - c) promptly report to the Purchaser any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement;
 - d) within six months of the date of this agreement, and annually thereafter, certify to the Purchaser in writing signed by an officer of the Supplier, compliance with this clause 11.4 by the Supplier and all persons associated with it under clause 11.5. The Supplier shall provide such supporting evidence of compliance as the Purchaser may reasonably request.
- 11.5 The Supplier shall ensure that any person associated with the Supplier who is performing Services and providing Goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 11. The Supplier shall be responsible for the observance and performance by such persons of these provisions and shall be directly liable to the Purchaser for any breach by such persons of any of these provisions.
- 11.6 Breach of these provisions within this clause 11 shall be deemed a material breach.
- 11.7 For the purposes of clauses 11.4 and 11.5, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

12. Force Majeure

- 12.1 If either party is prevented or hindered from carrying out its obligations hereunder by Force Majeure then the performance of such obligations shall be suspended for such time as the Force Majeure circumstances last and the party affected shall not be liable for any loss or damage caused to the other by the delay, but shall however resume performance of the suspended obligations as soon as the Force Majeure circumstances cease to exist unless the Contract has prior thereto been terminated by the Purchaser pursuant to sub-clause 12.2 of this clause.
- 12.2 In the case of Force Majeure extending beyond a reasonable time (which term for the purpose of the Contract shall in any event include any period in excess of sixty days) the Purchaser may by notice in writing to the Supplier terminate the Contract, with no liability on either party for loss or damage thereby occasioned.

13. Confidentiality

- 13.1 Save as provided in this clause 13, the Supplier shall not without the prior written approval of the Purchaser (for which application shall be made to the Purchaser's Director) at any time for any reason during, after (including after termination) disclose to any person or publish or make any statement concerning the Contract, or any contract in connection thereto, or the works or any matters arising therefrom or relating thereto directly or indirectly, except so far as is necessary to enable the Supplier properly to fulfill his obligations under the Contract, as required by law, as part of an insurance claim.

14. Third Party Rights

14.1 Subject to clause 8, the parties hereby agree that the Contract is not intended to and does not confer any benefit upon any person who is not a party to it and nor does it confer or purport to confer any right upon any such person to enforce any of its terms.

15. No Waiver

15.1 No failure on the part of the Purchaser at any time or from time to time to enforce or to require the strict adherence and performance of any of the terms, Conditions and provisions of the Contract shall constitute a waiver of such terms, Conditions or provisions and/or affect or impair such terms, Conditions or provisions in any way or the right of the Purchaser at any time to avail itself of such remedies as it may have for each any every breach of such terms, Conditions or provisions.

16. Entire Agreement

16.1 The Contract and any documents referred to in it or annexed to it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.

17. Dispute Resolution

17.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

17.2 The mediation will start not later than twenty (30) days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

18. Law and Jurisdiction

18.1 The Contract and any dispute or claim arising under out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

18.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.