



## WD Close & Sons Limited Terms & Conditions of Supply

<b>1</b>	<b>Definitions and interpretation</b>	<b>Services</b>	means the Services set out in the Order and to be performed by the Supplier for the Customer;
1.1	In these Conditions the following definitions apply:		
<b>Affiliate</b>	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;	<b>Specification</b>	means the description or specification of the Services set out or referred to in the Order; and
<b>Bribery Laws</b>	means the Bribery Act 2010;	<b>Supplier</b>	means W.D. Close & Sons Limited, incorporated and registered in England and Wales with company number 02031962 whose registered office is at Units 14-16 Valenta Avenue, Walkergate, Newcastle Upon Tyne, NE6 4QR;
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;	<b>VAT</b>	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.
<b>Conditions</b>	means the Supplier's terms and conditions of supply set out in this document;		
<b>Confidential Information</b>	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;	1.2	In these Conditions, unless the context requires otherwise:
<b>Contract</b>	means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order;	1.2.1	any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
<b>Control</b>	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 OR 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 management of the company;	1.2.2	a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
<b>Customer</b>	means the person who purchases the Services from the Supplier and whose details are set out in the Order;	1.2.3	a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
<b>Force Majeure</b>	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;	1.2.4	a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
<b>Intellectual Property Rights</b>	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:	1.2.5	a reference to a gender includes each other gender;
(a)	whether registered or not;	1.2.6	words in the singular include the plural and vice versa;
(b)	including any applications to protect or register such rights;	1.2.7	any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
(c)	including all renewals and extensions of such rights or applications;	1.2.8	a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);
(d)	whether vested, contingent or future;	1.2.9	a reference to legislation is a reference to that legislation as in force at the date of the Contract; and
(e)	to which the relevant party is or may be entitled, and	1.2.10	a reference to legislation includes all subordinate legislation made as at the date of the Contract under that legislation.
(f)	in whichever part of the world existing;		
<b>Location</b>	means the address(es) for performance of the Services as set out in the Order;	<b>2</b>	<b>Application of these Conditions</b>
<b>Modern Slavery Policy</b>	means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;	2.1	These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
<b>Order</b>	means the order for the Services from the Supplier placed by the Customer in substantially the same form as set out in the Customer's order form;	2.2	No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
<b>Price</b>	has the meaning set out in clause 3.1;	2.3	No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
		2.4	Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to these Conditions.
		2.5	An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
		2.6	The offer constituted by an Order shall remain in effect and be capable of being accepted by the Supplier until withdrawn by the Customer giving notice to the Supplier after the expiry of 10 Business Days from the date on which the Customer submitted the Order.
		2.7	The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
		2.7.1	the Supplier's written acceptance of the Order; or



## WD Close & Sons Limited Terms & Conditions of Supply

<p>2.7.2 the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).</p> <p>2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.</p> <p>2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.</p> <p>2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.</p> <p><b>3 Price</b></p> <p>3.1 The price for the Services shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges in force from time to time (<b>Price</b>).</p> <p>3.2 The Prices are exclusive of:</p> <p>3.2.1 Any overtime or similar premium time which shall be charged in addition at the Supplier's standard rates, and</p> <p>3.2.2 VAT (or equivalent sales tax).</p> <p>3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.</p> <p>3.4 The Supplier may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing provided that the increase does not exceed 10% of the Prices in effect immediately prior to the increase.</p> <p>3.5 Notwithstanding clause 3.4, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 10% and which is due to any factor beyond the control of the Supplier.</p> <p><b>4 Payment</b></p> <p>4.1 The Supplier shall invoice the Customer for the Services at any time after performance of the Services or upon the achievement of any agreed milestones as provided for in the Purchase Order.</p> <p>4.2 The Customer shall pay all invoices:</p> <p>4.2.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and</p> <p>4.2.2 to the bank account nominated by the Supplier.</p> <p>4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:</p> <p>4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of HSBC from time to time in force, and</p> <p>4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.</p> <p><b>5 Credit limit</b></p> <p>The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.</p> <p><b>6 Performance</b></p> <p>6.1 An Order shall specify whether the Services are to be:</p> <p>6.1.1 performed at the Location on the date(s) specified in the Order; or</p> <p>6.1.2 performed at an alternative premises set out in the Order (as the case may be). The Customer shall make such premises available for the Supplier so that the Supplier is able to make the Services available to be performed within the period set out in the Order.</p> <p>6.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.</p> <p>6.3 The Supplier may perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.</p> <p>6.4 Each performance of the Services shall be accompanied by a performance note stating:</p> <p>6.4.1 the date of the Order;</p>	<p>6.4.2 the relevant Customer and Supplier details;</p> <p>6.4.3 the category, type and quantity of Services performed; and</p> <p>6.4.4 any special instructions.</p> <p>6.5 Time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.</p> <p>6.6 The Supplier shall not be liable for any delay in or failure of performance caused by:</p> <p>6.6.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location as required for performance of the Services or (iii) provide the Supplier with adequate instructions for performance or otherwise relating to the Services;</p> <p>6.6.2 Force Majeure.</p> <p><b>7 Warranty</b></p> <p>7.1 The Supplier warrants that, for a period of three months from performance (the <b>Warranty Period</b>), the Services shall:</p> <p>7.1.1 conform in all material respects to their description and the Specification;</p> <p>7.1.2 be free from material defects;</p> <p>7.1.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13;</p> <p>7.1.4 be fit for purpose and any purpose held out by the Supplier and set out in the Order; and</p> <p>7.1.5 ,in the case of media on which the results of the Services are supplied, be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.</p> <p>7.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.</p> <p>7.3 The Supplier shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 7.1, provided that:</p> <p>7.3.1 the Customer serves a written notice on the Supplier not later than five Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and</p> <p>7.3.2 such notice specifies that some or all of the Services do not comply with clause 7.1 and identifies in sufficient detail the nature and extent of the defects; and</p> <p>7.3.3 the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.</p> <p>7.4 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.</p> <p>7.5 Except as set out in this clause 7:</p> <p>7.5.1 the Supplier gives no warranties and makes no representations in relation to the Services; and</p> <p>7.5.2 shall have no liability for their failure to comply with the warranty in clause 7.1,</p> <p>and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.</p> <p>7.6 The Customer shall be entitled to exercise its rights under clause 7 notwithstanding that the Services were not rejected following any initial inspection.</p> <p><b>8 Anti-bribery</b></p> <p>8.1 For the purposes of this clause 8 the expressions '<b>adequate procedures</b>' and '<b>associated with</b>' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.</p>
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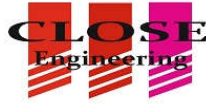
## WD Close & Sons Limited Terms & Conditions of Supply

<p>8.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:</p> <p>8.2.1 all of that party's personnel;</p> <p>8.2.2 all others associated with that party; and</p> <p>8.2.3 all of that party's subcontractors;</p> <p style="padding-left: 40px;">involved in performing the Contract so comply.</p> <p>8.3 Without limitation to clause 8.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.</p> <p>8.4 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 8.</p> <p><b>9 Anti-slavery</b></p> <p>9.1 The Customer undertakes, warrants and represents that:</p> <p>9.1.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:</p> <p style="padding-left: 40px;">(a) committed an offence under the Modern Slavery Act 2015 (a <b>MSA Offence</b>); or</p> <p style="padding-left: 40px;">(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or</p> <p style="padding-left: 40px;">(c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;</p> <p>9.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy</p> <p>9.1.3 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 9.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.</p> <p>9.2 Any breach of clause 9.1 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.</p> <p><b>10 Indemnity and insurance</b></p> <p>10.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.</p> <p>10.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to the Supplier the benefit of such insurance.</p> <p><b>11 Limitation of liability</b></p> <p>11.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.</p> <p>11.2 Subject to clauses 11.5 and 11.6, the Supplier's total liability shall not exceed the sum of £100,000 or the total value of the Purchase Order in respect of which the liability has arisen, whichever is the lower.</p> <p>11.3 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for consequential, indirect or special losses.</p> <p>11.4 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for any of the following (whether direct or indirect):</p> <p style="padding-left: 40px;">11.4.1 loss of profit;</p> <p style="padding-left: 40px;">11.4.2 loss of data;</p> <p style="padding-left: 40px;">11.4.3 loss of use;</p>	<p>11.4.4 loss of production;</p> <p>11.4.5 loss of contract;</p> <p>11.4.6 loss of opportunity;</p> <p>11.4.7 loss of savings, discount or rebate (whether actual or anticipated);</p> <p>11.4.8 harm to reputation or loss of goodwill.</p> <p>11.5 The limitations of liability set out in clauses 11.2 to 11.4 shall not apply in respect of any indemnities given by either party under the Contract.</p> <p>11.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:</p> <p style="padding-left: 40px;">11.6.1 death or personal injury caused by negligence;</p> <p style="padding-left: 40px;">11.6.2 fraud or fraudulent misrepresentation;</p> <p style="padding-left: 40px;">11.6.3 any other losses which cannot be excluded or limited by applicable law;</p> <p style="padding-left: 40px;">11.6.4 any losses caused by wilful misconduct.</p> <p><b>12 Intellectual property</b></p> <p>12.1 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party (<b>IPR Claim</b>), provided that the Supplier shall have no such liability if the Customer:</p> <p style="padding-left: 40px;">12.1.1 does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;</p> <p style="padding-left: 40px;">12.1.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;</p> <p style="padding-left: 40px;">12.1.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;</p> <p style="padding-left: 40px;">12.1.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;</p> <p style="padding-left: 40px;">12.1.5 does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.</p> <p>12.2 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:</p> <p style="padding-left: 40px;">12.2.1 procure for the Customer the right to continue receiving the benefit of the relevant Services; or</p> <p style="padding-left: 40px;">12.2.2 modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to their Specification.</p> <p>12.3 The Supplier's obligations under clause 12.1 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.</p> <p><b>13 Confidentiality and announcements</b></p> <p>13.1 The Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:</p> <p style="padding-left: 40px;">13.1.1 any information which was in the public domain at the date of the Contract;</p> <p style="padding-left: 40px;">13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;</p> <p style="padding-left: 40px;">13.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or</p> <p style="padding-left: 40px;">13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.</p>
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## WD Close & Sons Limited Terms & Conditions of Supply

13.2	This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.		issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
13.3	The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.	15.3	The Supplier may terminate the Contract any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
<b>14</b>	<b>Force Majeure</b>		
14.1	A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:	15.4	If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under this clause 15, it shall immediately notify the Customer in writing.
14.1.1	promptly notifies the other of the Force Majeure event and its expected duration; and	15.5	Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.
14.1.2	uses best endeavours to minimise the effects of that event.		
14.2	If, due to Force Majeure, a party:	<b>16</b>	<b>Notices</b>
14.2.1	is or shall be unable to perform a material obligation; or	16.1	Any notice or other communication given by a party under these Conditions shall:
14.2.2	is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days;	16.1.1	be in writing and in English;
	the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.	16.1.2	be signed by, or on behalf of, the party giving it (except for notices sent by email); and
		16.1.3	be sent to the relevant party at the address set out in the Contract
<b>15</b>	<b>Termination</b>	16.2	Notices may be given, and are deemed received:
15.1	The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:	16.2.1	by hand: on receipt of a signature at the time of delivery;
15.1.1	the Customer commits a material breach of Contract and such breach is not remediable;	16.2.2	by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
15.1.2	the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;	16.2.3	by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and
15.1.3	the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or	16.2.4	by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
15.1.4	any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.	16.2.5	by email: on receipt of a read receipt email from the correct address.
15.2	The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:	16.3	Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 16.1 and shall be effective:
15.2.1	stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;	16.3.1	on the date specified in the notice as being the date of such change; or
15.2.2	is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;	16.3.2	if no date is so specified, 10 Business Days after the notice is deemed to be received.
15.2.3	becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;	16.4	All references to time are to the local time at the place of deemed receipt.
15.2.4	has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;	16.5	This clause does not apply to notices given in legal proceedings or arbitration.
15.2.5	has a resolution passed for its winding up;	<b>17</b>	<b>Cumulative remedies</b>
15.2.6	has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;		The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.
15.2.7	is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;	<b>18</b>	<b>Time</b>
15.2.8	has a freezing order made against it;		Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.
15.2.9	is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;	<b>19</b>	<b>Further assurance</b>
15.2.10	is subject to any events or circumstances analogous to those in clauses 15.2.1 to 15.2.9 in any jurisdiction;		The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.
15.2.11	takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 15.2.1 to 15.2.10 including giving notice for the convening of any meeting of creditors,	<b>20</b>	<b>Entire agreement</b>
		20.1	The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
		20.2	Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.



## WD Close & Sons Limited Terms & Conditions of Supply

20.3	Nothing in these Conditions purports to limit or exclude any liability for fraud.	29	<b>Conflicts within contract</b>
21	<b>Variation</b>  No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.	30	<b>Costs and expenses</b>
22	<b>Assignment</b>	31	<b>Third party rights</b>
22.1	The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, which it may withhold or delay at its absolute discretion.	31.1	Except as expressly provided for in clause 31.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
22.2	Notwithstanding clause 22.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.	31.2	Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.
23	<b>Set off</b>	32	<b>Governing law</b>
23.1	The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.	33	<b>Jurisdiction</b>
23.2	The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.		The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).
24	<b>No partnership or agency</b>  The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.		
25	<b>Equitable relief</b>  The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.		
26	<b>Severance</b>		
26.1	If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.		
26.2	If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.		
27	<b>Waiver</b>		
27.1	No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.		
27.2	No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.		
27.3	A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.		
28	<b>Compliance with law</b>  The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.		