



WD Close & Sons Limited Terms & Conditions of Purchase

1	Definitions and Interpretation	Order	means the Customer's order for the Deliverables as set out in the Customer's order form;
1.1	In these Conditions the following definitions apply:	Price	has the meaning given in clause 3.1;
Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;	Supplier	means the person who sells the Deliverables to the Customer and whose details are set out in the Order;
Bribery Laws	means the Bribery Act 2010;	Services	means the services set out in the Order or understood by the parties to be included in the Services and to be supplied by the Supplier to the Customer;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;	Specification	means the description or specification of the Deliverables set out or referred to in the Order; and
Customer	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 Valentia Avenue, Walkergate, Newcastle Upon Tyne, NE6 4QR	VAT	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 Deliverables.
Conditions	means the Customer's terms and conditions of purchase set out in this document;	1.2	In these Conditions, unless the context otherwise requires:
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;	1.2.1	a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
Contract	means the agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order;	1.2.2	any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
Control	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;	1.2.3	a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
Deliverables	means the Goods or Services or both as the case may be;	1.2.4	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
Force Majeure	means an event or sequence of events beyond any 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; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers' workforce;	1.2.5	a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
Goods	means the goods and related accessories, spare parts and documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to the Customer;	1.2.6	a reference to a gender includes each other gender;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trademarks, 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:	1.2.7	words in the singular include the plural and vice versa;
	(a) whether registered or not	1.2.8	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;
	(b) including any applications to protect or register such rights	1.2.9	a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form
	(c) including all renewals and extensions of such rights or applications	1.2.10	a reference to legislation is a reference to that legislation as in force at the date of the Contract;
	(d) whether vested, contingent or future	1.2.11	a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.
	(e) to which the relevant party is or may be entitled, and	2	Application of these Conditions
	(f) in whichever part of the world existing;	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.
Location	means the address(es) for delivery of the Goods and performance of the Services as set out in the Order;	2.2	No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Customer otherwise agrees in writing.
Modern Slavery Policy	means the Customer's anti-slavery and human trafficking policy in force and notified to the Supplier from time to time;	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 Customer.



WD Close & Sons Limited Terms & Conditions of Purchase

2.4	Each Order by the Customer to the Supplier shall be an offer to purchase Deliverables subject to these Conditions.	6.3	Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating:
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 promptly.	6.3.1	the date of the Order;
2.6	Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Order.	6.3.2	the relevant Customer and Supplier details;
3	Price	6.3.3	if Goods, the product numbers and type and quantity of Goods in the consignment;
3.1	The price for the Deliverables 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 as advised by the Supplier and received and acknowledged by the Customer before the date the Order is made (Price). No increase in the Price may be made after the Order is placed.	6.3.4	if Services, the category, type and quantity of Services performed;
3.2	The Price includes all packaging, delivery, unloading and unpacking.	6.3.5	any special instructions, handling and other requests; and
4	Payment	6.3.6	in the case of Goods, whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.
4.1	The Supplier shall invoice the Customer for: (a) the Goods no sooner than completion of delivery of the Goods or, if later, the Customer's acceptance of the Goods, (b) Services no sooner than completion of performance of the Services or, if later, the Customer's acceptance of the Services.	6.4	Time of delivery or performance (as the case may be) is of the essence. If the Supplier fails to deliver any of the Goods or perform any of the Services by the date specified in the Order, the Customer shall (without prejudice to its other rights and remedies) be entitled at the Customer's sole discretion:
4.2	The Customer shall pay each validly submitted invoice of the Supplier within 30 days following the end of the calendar month of receipt.	6.4.1	to terminate the Contract in whole or in part;
4.3	Time of payment is not of the essence. Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from the Customer's breach, the Customer shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of two per cent per annum above the Official Bank Rate from time to time of the Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.	6.4.2	to purchase the same or similar Deliverables from a supplier other than the Supplier;
4.4	VAT shall be charged by the Supplier and paid by the Customer at the then applicable rate.	6.4.3	to recover from the Supplier all costs and losses resulting to the Customer, including the amount by which the price payable by the Customer to acquire those Deliverables from another supplier exceeds the price payable under the Contract and any loss of profit; and
5	Cancellation	6.4.4	all or any of the foregoing.
5.1	The Customer shall have the right to cancel the Order for the Deliverables or for any part of the Deliverables which have not yet been, in the case of Goods, delivered to, and in the case of Services, performed for, the Customer.	6.5	If the Customer fails to accept delivery of the Goods on the date or within the period set out in the Order, the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay reasonable storage charges.
5.2	In relation to any Order cancelled or part-cancelled under clause 5.1, the Customer shall pay for:	6.6	The provisions of clause 6.4 shall not apply to the extent the Customer fails to make the Location available to the Supplier for performance of the Services.
5.2.1	in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to, commissioned for, manufactured and ready for delivery to, in transit to the Customer; and	7	Acceptance, rejection and inspection
5.2.2	in respect of any Goods, the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.	7.1	The Customer shall not have accepted, or be deemed to have accepted, the Deliverables until the Acceptance Conditions are fulfilled.
6	Delivery and performance	7.2	The Acceptance Conditions are that:
6.1	The Goods shall be delivered by the Supplier to the Location on the date(s) specified in the Order. The Goods shall be deemed delivered by the Supplier only on completion of unloading of the Goods at the Location. The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location.	7.2.1	for Goods, the Goods have been delivered to or at the Location;
6.2	The Deliverables shall not be delivered by or performed in instalments unless otherwise agreed in writing by the Customer or specified in a Purchase Order.	7.2.2	for Services, the Services have been performed at the Location; and
		7.2.3	the Customer has notified the Supplier in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the terms and conditions of the Contract.
		7.3	The Customer shall be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of the Customer's rights and remedies, including its right to reject. If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.
		7.4	Any rejected Goods may be returned to the Supplier by the Customer at the Supplier's cost and risk. The Supplier shall pay to the Customer a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
		7.5	The Customer may require acceptance tests to be performed or to be carried out, at the Customer's option, either by the Customer or the



WD Close & Sons Limited Terms & Conditions of Purchase

	Supplier, and the results of the tests shall be made available to the Customer.	9.4	The Customer may reject any Deliverables that do not comply with clause 9.1 and the Supplier shall, at the Customer's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Deliverables provided that the Customer serves a written notice on the Supplier within the Warranty Period that some or all of the Deliverables do not comply with clause 9.1
7.6	The Customer may inspect and test the Deliverables during performance or during manufacture or processing prior to despatch, and the Supplier shall provide the Customer with all facilities reasonably required.		
7.7	Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of the Customer's rights and remedies, including its right to reject.	9.5	The provisions of these Conditions shall apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the delivery or performance of the remedied, repaired, replaced, corrected or re-performed Deliverables.
7.8	The rights of the Customer in this clause 7 are without prejudice to the Customer's rights under clause 9.	9.6	The Customer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the Supply of Goods and Services Act 1982, s12 to 16 and the Sale of Goods Act 1979, s13 to 15.
8	Title and risk		
8.1	Risk in the Goods shall pass to the Customer on delivery and when the Customer has accepted the Goods as conforming in every respect with the Contract.	9.7	The Customer shall be entitled to exercise its rights under clause 9 regardless of whether the Deliverables have been accepted under the Acceptance Conditions and notwithstanding that the Deliverables were not rejected following their initial inspection under clause 7.3.
8.2	Title to the Goods shall pass to the Customer on the sooner of: (a) payment by the Customer for the Goods; or (b) delivery of the Goods to the Customer.	10	Anti-bribery
8.3	The passing of title shall not prejudice any other of the Customer's rights and remedies, including its right to reject.	10.1	For the purposes of this clause 10 the expressions ' adequate procedures ' and ' associated with ' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
8.4	Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in the Customer or any specifications or materials of the Customer, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.	10.2	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:
8.5	The Supplier warrants and represents that it:	10.2.1	all of that party's personnel;
8.5.1	has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to the Customer; and	10.2.2	all others associated with that party; and
8.5.2	shall hold such title and right to enable it to ensure that the Customer shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.	10.2.3	all of that party's subcontractors; involved in performing the Contract so comply.
9	Warranty	10.3	Without limitation to clause 10.2, 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.
9.1	The Supplier warrants and represents that, for a period of 24 months from acceptance (the Warranty Period), the Deliverables shall:	10.4	Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 10.
9.1.1	conform in all material respects to any sample, their description and to the Specification;	11	Anti-slavery
9.1.2	be free from material defects in design, material and workmanship;	11.1	The Supplier undertakes, warrants and represents that:
9.1.3	comply with all applicable laws, standards and best industry practice;	11.1.1	neither the Supplier nor any of its officers, employees, agents or subcontractors has:
9.1.4	if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and	(a)	committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or
9.1.5	if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;	(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
9.1.6	be fit for purpose and any purpose held out by the Supplier and set out in the Order and as otherwise required to meet the Customer's needs; and	(c)	is aware of 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;
9.1.7	any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.	11.1.2	it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
9.2	The Supplier agrees that the approval by the Customer of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.	11.1.3	it shall notify the Customer 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 the Supplier's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
9.3	The Supplier warrants that it understands the Customer's business and needs.		



WD Close & Sons Limited Terms & Conditions of Purchase

11.2	Any breach of clause 11.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract with immediate effect.	14.2	The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with any action, demand or claim that use or possession of any of the Intellectual Property Rights, infringes the Intellectual Property Rights of any third party (Supplier IPR Claim).
12	Indemnity and insurance		
12.1	The Supplier shall indemnify, and keep indemnified, the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with the Supplier's breach of any of the Supplier's obligations under the Contract.	14.3	If any Supplier IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier shall promptly and at its own expense either:
12.2	The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom insuring the Deliverables and any of the Customer's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to the Customer, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier 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 Supplier shall on request assign to the Customer the benefit of such insurance.	14.3.1	procure for the Customer the right to continue using and possessing the relevant Intellectual Property Rights; or
		14.3.2	modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,
			provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by the Customer in respect of the affected Intellectual Property Rights.
13	Limitation of liability	15	Confidentiality and announcements
13.1	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 13.	15.1	The Supplier shall keep confidential all Confidential Information of the Customer and of any Affiliate of the Customer and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
13.2	Subject to clause 13.5, the Customer's total liability shall not exceed the total value of the Purchase Order to which the liability relates.	15.1.1	any information which was in the public domain at the date of the Contract;
13.3	Subject to clause 13.5, the Customer shall not be liable for consequential, indirect or special losses.	15.1.2	any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
13.4	Subject to clause 13.5, the Customer shall not be liable for any of the following (whether direct or indirect):	15.1.3	any information which is independently developed by the Supplier without using information supplied by the Customer or by any Affiliate of the Customer; or
13.4.1	loss of profit;	15.1.4	any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
13.4.2	loss of data;	15.2	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.
13.4.3	loss of use;	15.3	The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
13.4.4	loss of production;	16	Force Majeure
13.4.5	loss of contract;	16.1	A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
13.4.6	loss of opportunity;	16.1.1	promptly notifies the other of the Force Majeure event and its expected duration; and
13.4.7	loss of savings, discount or rebate (whether actual or anticipated);	16.1.2	uses best endeavours to minimise the effects of that event.
13.4.8	harm to reputation or loss of goodwill.	16.2	If, due to Force Majeure, a party:
13.5	Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:	16.2.1	is or shall be unable to perform a material obligation; or
13.5.1	death or personal injury caused by negligence;	16.2.2	is delayed in or prevented from performing its obligations for a total of more than 30 days in any consecutive period of 60 days;
13.5.2	fraud or fraudulent misrepresentation;		the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.
13.5.3	any other losses which cannot be excluded or limited by applicable law;	17	Termination
13.5.4	any losses caused by wilful misconduct.	17.1	The Customer may terminate the Contract or any other contract which it has with the Supplier at any time by giving notice in writing to the Supplier if:
14	Intellectual property rights		
14.1	All specifications provided by the Customer and all Intellectual Property Rights in the Deliverables made or performed in accordance with such specifications shall vest in and remain at all times the property of the Customer and such specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to the Customer absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in the Customer's opinion to so vest all such Intellectual Property Rights in the Customer, and to enable the Customer to defend and enforce such Intellectual Property Rights, and the Supplier shall at the Customer's request waive or procure a waiver of applicable moral rights.		



WD Close & Sons Limited Terms & Conditions of Purchase

17.1.1	the Supplier commits a material breach of the Contract and such breach is not remediable;	18	Notices
17.1.2	the Supplier commits a material breach of the Contract which is not remedied within 7 days of receiving written notice of such breach;	18.1	Any notice or other communication given by a party under these Conditions shall:
17.1.3	the Supplier has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Customer has given notification that the payment is overdue; or	18.1.1	be in writing and in English;
17.1.4	any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.	18.1.2	be signed by, or on behalf of, the party giving it (except for notices sent by email); and
17.2	The Customer may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier:	18.1.3	be sent to the relevant party at the address set out in the Contract
17.2.1	stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;	18.2	Notices may be given, and are deemed received:
17.2.2	is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Customer reasonably believes that to be the case;	18.2.1	by hand: on receipt of a signature at the time of delivery;
17.2.3	becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;	18.2.2	by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
17.2.4	has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;	18.2.3	by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and
17.2.5	has a resolution passed for its winding up;	18.2.4	by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
17.2.6	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;	18.2.5	by email: on receipt of a read receipt email from the correct address.
17.2.7	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;	18.3	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 18.1 and shall be effective:
17.2.8	has a freezing order made against it;	18.3.1	on the date specified in the notice as being the date of such change; or
17.2.9	is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;	18.3.2	if no date is so specified, 10 Business Days after the notice is deemed to be received.
17.2.10	is subject to any events or circumstances analogous to those in clauses 17.2.1 to 17.2.9 in any jurisdiction;	18.4	All references to time are to the local time at the place of deemed receipt.
17.2.11	takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 17.2.1 to 17.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, 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.	18.5	This clause does not apply to notices given in legal proceedings or arbitration.
17.3	The Customer may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Supplier if the Supplier undergoes a change of Control.	19	Cumulative remedies
17.4	The right of the Customer to terminate the Contract pursuant to clause 17.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.		The rights and remedies provided in the Contract for the Customer only are cumulative and not exclusive of any rights and remedies provided by law.
17.5	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 17, it shall immediately notify the Customer in writing.	20	Time
17.6	Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Buyer at any time up to the date of termination.		Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Supplier's obligations only.
		21	Further assurance
			The Supplier shall at the request of the Customer, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.
		22	Entire agreement
		22.1	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.
		22.2	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.
		22.3	Nothing in these Conditions purports to limit or exclude any liability for fraud.



WD Close & Sons Limited Terms & Conditions of Purchase

23	Variation	30	Compliance with law
	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 Customer.		The Supplier 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.
24	Assignment	31	Conflicts within contract
24.1	The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Customer's prior written consent, which it may withhold or delay at its absolute discretion.		If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.
24.2	Notwithstanding clause 24.1, the Supplier may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Customer prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Supplier acknowledges and agrees that any act or omission of its Affiliate in relation to the Supplier's rights or obligations under the Contract shall be deemed to be an act or omission of the Supplier itself.	32	Costs and expenses
			The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).
25	Set off	33	Third party rights
25.1	The Customer shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract or under any other contract which the Customer has with the Supplier.	33.1	Except as expressly provided for in clause 33.2, 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.
25.2	The Supplier shall pay all sums that it owes to the Customer under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.	33.2	Any Affiliate of the Customer 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.
26	No partnership or agency	34	Governing law
	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.		The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
27	Equitable relief	35	Jurisdiction
	The Supplier recognises that any breach or threatened breach of the Contract may cause the Customer irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Customer, the Supplier acknowledges and agrees that the Customer is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.		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).
28	Severance		
28.1	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.		
28.2	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.		
29	Waiver		
29.1	No failure, delay or omission by the Customer 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.		
29.2	No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Customer shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Customer.		
29.3	A waiver of any term, provision, condition or breach of the Contract by the Customer shall only be effective if given in writing and signed by the Customer, and then only in the instance and for the purpose for which it is given.		