PURCHASE OF GOODS

1 DEFINITIONS

1.1 In these Conditions, the following definitions apply:

'Applicable Laws' means all applicable laws, enactments (as interpreted in accordance with clause 1.2.3), rules, regulations, orders, regulatory policies, guidelines, industry codes of practice, regulatory permits and licences, and any mandatory instructions or requests of a regulator, in each case which are in force from time to time.

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

'Buyer' means Alpine Fire Engineers Limited (company number 02692108) whose registered office is at Alpine House, Hollins Brook Park, 4 Little 66, Bury, BL9 8RN.

'Conditions' means the terms and conditions set out in this document as amended from time to time in accordance with clause 9.

'Contract' means the contract between the Buyer and Seller for the sale and purchase of the Goods in accordance with these Conditions.

'Contract Price' means the total amounts payable to the Seller for the Goods over the term of this Contract, subject to the terms of the Order.

'Data Protection Legislation' means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including without limitation the Data Protection Act 2018, and the General Data Protection Regulation (EU) 2016/679 each as is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 (GDPR) and the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6).

'Goods' means all goods covered by the Order (or any part of them) including raw materials, processed materials or fabricated products and listed or referred to in the Order.

'Goods Specification' means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer.

'Intellectual Property Rights' means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

'Order' means the Buyer's order for Goods, as set out in the Seller's purchase of goods order form or the Buyer's written acceptance of the Seller's quotation, or overleaf, as the case may be.

'Practical Completion' means the date of practical completion of any works in which the Goods are used or incorporated as notified to the Seller by the Buyer (as the same may change from time to time).

'Seller' means the person, firm or company from whom the Buyer purchases the Goods.

1.2 In these Conditions, the following rules of interpretation apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

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

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

1.2.5 A reference to writing or written includes e-mail.

1.2.6 Headings shall not affect the interpretation of this document.

2 BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.

2.2 These Conditions apply to the contract to the exclusion of all and any others that the Seller seeks to impose or incorporate, or that are implied by law, trade, custom, practice or course of dealing. Such terms shall not be valid even if the Buyer accepts delivery or services without reservation. The Seller waives any right it may have to rely upon any term endorsed upon, delivered with or contained in any documents of the Seller. This clause shall survive termination of the contract.

2.3 The Order shall be deemed to be accepted on the earlier of:

2.3.1 the Seller issuing a written acceptance of the Order; and

2.3.2 the Seller doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

3 QUALITY

3.1 The Seller shall ensure that the Goods shall:

3.1.1 correspond with their description and any applicable Goods Specification.

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer expressly or by implication, and in this respect the Buyer relies on the Seller's skill and judgement.

3.1.3 be free from defects, including but not limited to patent and latent defects, in design, material and workmanship and remain so for 24 months after delivery or issue of the last Practical Completion (as the case may be) in accordance with clause 20, such Goods being considered to be defective if it is rendered unfit for the purpose for which it is intended; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Buyer's representatives shall have the right to inspect all Goods at the Seller's premises and at the premises of the Seller's sub-contractors (where applicable) at all reasonable times before delivery.

3.4 If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to comply with the Seller's undertakings at clause 3.1, the Buyer shall inform the Seller and the Seller shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any inspection, checking, approval or acceptance given on behalf of the Buyer shall not relieve the Seller or its sub-contractors from any obligation under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Seller has carried out its remedial actions.

3.6 Without prejudice to the Buyer's other rights or remedies, the Seller shall make good, free of charge to the Buyer, any loss of or damage including consequential loss and damages, to or defect in the Goods.

3.7 The Seller shall comply with Applicable Laws, 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.

4 DELIVERY

4.1 The date of delivery of the Goods shall be that specified in the Order unless agreed otherwise between Buyer and Seller or, if no such date is specified or agreed within 28 days of the date of the Order.

4.2 The Seller shall provide the Buyer with such programmes of manufacture and delivery as the Buyer may reasonably require.

4.3 The Seller shall give notice to the Buyer as soon as practicable if such programmes of manufacture and delivery are or are likely to be delayed. The Seller acknowledges that failure by the Seller to comply with its programme of delivery in part or in whole may cause the Buyer to suffer costs, loss and damage. Where the Seller fails to deliver the Goods at the date and time agreed in accordance with the programme then the Seller will be liable for and shall indemnify the Buyer against any related cost, loss or liability, including consequential loss, incurred or sustained by the Buyer.

4.4 The Seller shall deliver the Goods:

4.4.1 to the Buyer's premises at Alpine House, Hollins Brook Park, 4 Little 66, Bury, BL9 8RN or such other location as is set out in the Order, or as instructed by the Buyer prior to delivery ("Delivery Location"); and

4.4.2 during the Buyer's normal business hours on a Business Day, or as instructed by the Buyer.

4.5 Delivery of the Goods shall be completed on the completion of unloading the Goods in satisfactory condition at the Delivery Location.

4.6 The Seller shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Seller to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 5.

4.7 The Seller shall ensure that:

4.7.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.

PURCHASE OF GOODS

4.7.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any) the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments the outstanding balance of Goods remaining to be delivered; and

4.7.3 if the Seller requires the Buyer to return any packaging material to the Seller that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Seller at the cost of the Seller.

5 INCORRECT DELIVERY

5.1 All Goods must be delivered to the Delivery Location and received by signature of the Buyer's duly authorised representative. Any Goods not received by the Buyer on the relevant delivery date in accordance with clause 5.1 for any reason other than the acts or omissions of the Buyer will be replaced at the Seller's cost.

5.2 If the Goods are incorrectly delivered, the Seller will be held responsible for any additional expense incurred in receiving the Goods and/or delivering them to their correct Delivery Location.

5.3 If the Goods delivered do not correspond with the Goods Specification or description, including but not limited to the quantity of the Goods ordered or loss or damage in transit, the Buyer shall be entitled to reject the Goods (in whole or in part) and return them to the Seller at the Seller's own risk and expense and the Seller shall replace such goods within 24 hours of the Buyer's notice and the Seller shall be liable for any related cost, loss or liability incurred or sustained by the Buyer.

6 PASSING OF PROPERTY AND RISK TO BUYER

Title in the Goods shall remain with the Seller until they are delivered and received by signature of the Buyer's duly authorised representative or when payment for the Goods is made (whichever is earlier) but risk shall pass to the Buyer when the Goods are accepted by the Buyer following delivery and are under the Buyer's control.

7 TERMS OF PAYMENT

7.1 The price of the Goods shall be the price set out in the Order, no variations shall be made to the price of the Goods during the term of the contract.

7.2 Unless otherwise stated in the Order, the Seller's invoice shall be rendered following delivery of the Goods. Payment will be made within 45 days after the end of the month in which the Seller's invoice is received and agreed.

7.3 The price of the Goods and/or Services is exclusive of amounts in respect of value added tax ("VAT"), but includes the costs of packaging, insurance and carriage of the Good and VAT, where applicable, shall be shown separately on all invoices.

7.4 No extra charges shall be effective unless agreed in writing and signed by the Buyer.

7.5 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Barclays Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

7.6 The Buyer may at any time, without limiting any of its other rights or remedies, set off any liability of the Seller to the Buyer against any liability of the Buyer to the Seller, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. The Seller may not set off any liability of the Buyer to the Seller against any liability of the Seller to the

7.7 Without affecting any other right or remedy available to it, the Buyer retains the right to withhold payment in the event of incorrect delivery, part delivery, failed, or delayed delivery, until resolution or rectification by the Seller. The Buyer retains the right to suspend further payment for the Supply of Goods, until such rectification or resolution by the Seller.

7.8 Without affecting any other right or remedy available to it, the Buyer retains the right to withhold payment in the event of that Goods delivered are non-conforming, unfit for purpose, subject to dispute, or rejection, until resolution or rectification by the Seller. The Buyer retains the right to suspend further payment for the Supply of Goods, until such rectification or resolution by the Seller.

7.9 The exercising of the rights retained by clauses 8.8 and 8.9 by the Buyer, shall not discharge the Seller of its duty to exercise its obligations to continue to supply Goods under the contract.

8 ACCEPTANCE

8.1 In the case of Goods delivered by the Seller not conforming with the Contract whether by reason of being of quality or quantity not stipulated or being unfit for the purpose for which they are required, the Buyer shall have the right to reject such Goods and to purchase substitute goods elsewhere which are as near as practicable to the same Goods Specifications and conditions as circumstances shall permit with such costs of replacement, including consequential costs being recoverable from the Seller, but such a right of substitution is without prejudice to any other right which the Buyer might have against Seller. Before exercising the sole right to purchase elsewhere the Buyer shall give the Seller reasonable opportunity to replace the rejected Goods with goods which conform to the Contract, at the Sellers expense.

8.2 The making of payment shall not prejudice the Buyer's right of rejection nor constitute acceptance.

8.3 The partial use or testing of Goods shall not prejudice the Buyers right of rejection nor constitute acceptance.

8.4 The passage of time shall not prejudice the Buyer's right of rejection nor constitute acceptance.

9 VARIATIONS

9.1 The Seller shall not alter the description or quantity of the ordered Goods except as directed in writing by the Buyer but the Buyer shall have the right from time to time during the performance of the Contract, by giving notice in writing to direct the Seller to add or omit, or otherwise vary the description and/or quantity of the Goods, and the Seller shall carry out such variations and be bound by the same conditions so far as applicable, as though the said variations were stated in the Contract.

9.2 If, in the opinion of the Seller any such direction made in accordance with clause 9.1 is likely to prevent the Seller from fulfilling any of its obligations under the Contract the Seller shall notify the Buyer within 24 hours of the Buyer's request and the Buyer shall decide as soon as reasonably possible whether or not the same shall be carried out and shall confirm its instructions in writing and modify the said obligations to such an extent as may be justified. Until the Buyer so confirms its instructions they shall be deemed not to have been given.

9.3 Except as set out in the Contract, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Buyer.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 The Seller warrants that it has full, clear and unencumbered title to all Goods supplied to the Buyer and that at the date of delivery of such Goods to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.

10.2 The Seller indemnifies and shall keep the Buyer fully and effectively indemnified and held harmless from and against any and all losses, liabilities, claims, damages, expenses and costs resulting from any claim brought against the Buyer for infringement of any Intellectual Property Rights by the use or sale of any Goods or other article or material supplied by the Seller to the Buyer.

10.3 Any specifications, plans, drawings, patterns or designs supplied by the Buyer to the Seller in connection with the Contract shall remain the property of Buyer.

11 DISPUTE RESOLUTION

11.1 The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or arising out of the breach, termination or invalidity of the Agreement under the provisions below. The procedures set forth in below shall be the exclusive mechanism for resolving any dispute that may arise from time to time.

11.2 A party shall send written notice to the other party of any Dispute ("Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than 3 negotiation sessions attended by appropriate senior members of the parties. In the event that such Dispute is not resolved on an informal basis within 2 months after one party delivers the Dispute Notice to the other party, whether the negotiation sessions take place or not, either party may, by written notice to the other party refer such Dispute to the executives of each party or to such other person of equivalent or superior position designated by such party in a written notice to the other party. If the parties are unable to resolve the dispute at this stage after the period of 2 months the parties may initiate mediation (the Escalation to Mediation Date").

11.3 The parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

11.4 The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and legal representation, and by the mediator and any employees of the mediation service, are confidential, privileged, and without prejudice for any purpose, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

11.5 Litigation or Arbitration as a Final Resort. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator within 3 months after the Escalation to Mediation Date, either party may file suit in a court of in accordance with the provisions of Clause 26.

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12 CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time during the term of this Contract and [(for a period of 2 years after termination or expiry of this Contract)] disclose to any person any confidential information concerning the other's business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, unless permitted by clause 12.4. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

12.2 No photographs of any equipment, installations or property of the Buyer or any customer of the Buyer shall be taken without the Buyer's prior consent in writing.

12.3 The Seller, its servants and agents shall not mention the Buyer's name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communications to third parties without the Buyer's prior consent in writing.

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

12.4.1 to its employees, officers, representatives or advisers who need to know such information to carry out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.4.2 as may be required by law, court order or any governmental or regulatory authority.

12.5 This clause 12 shall survive termination of the Contract.

13 DATA PROTECTION

13.1 For the purpose of this Clause 13, **Controller**" " **Processor**, "**Process**, "**Processed**, "**Processing**, "**Data Processor** and **Sensitive Personal Data**, and "**Personal Data**" shall have the meanings given to them in the Data Protection Legislation.

13.2 The parties each acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Data Controllers) in order to (as appropriate): (a) administer and provide the Goods; (b) request and receive the Goods; (c) compile, dispatch and manage the payment of invoices relating to the Goods; (d) compile, dispatch and manage the payment of invoices relating to the Goods; (e) manage the Contract and resolve any disputes relating to it; (f) respond and/or raise general queries relating to the Goods.

13.3 Each party shall Process such Personal Data relating to each party's representatives for the purposes set out in clause 13.2 in accordance with the respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties within or outside of the United Kingdom, in order to carry out the activities listed in clause 13.1, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.

13.4 The Seller indemnifies and shall keep the Buyer fully and effectively indemnified and held harmless from and against any and all losses, liabilities, claims, damages, expenses and costs suffered or incurred by the Buyer and each member of its group arising out of or in connection with claims and proceedings arising from any breach of the Seller's obligations under this Clause 13.

14 FORCE MAJEURE

14.1 Subject to the remainder of this clause 14, neither party shall be liable for failure to perform its obligations under the Contract to the extent that such failure results from circumstances which could not have been contemplated and which are beyond the party's reasonable control. Force majeure does not include strikes or industrial disputes or failures of sub-contractors ("Force Majeure Event").

14.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

14.3 If a Force Majeure Event prevents, hinders or delays the Seller's performance of its obligations for a continuous period of more than 20 Business Days, the Buyer may terminate the Contract immediately by giving written notice to the Seller.

15 ANTI-BRIBERY AND ANTI-CORRUPTION

15.1 For the purposes of this clause 15 the expressions **adequate procedures** and **associated with** shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

15.2 The Seller shall during the term of this Contract:

15.2.1 comply with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 including ensuring that it has in place adequate procedures to prevent bribery.

15.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

15.2.3 immediately notify the Buyer as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 15.2. Any breach of this clause 15.2 by the Seller shall be deemed a material breach of the Contract and shall entitle the Buyer to terminate the Contract with immediate effect; and

15.2.4 within one (1) month of the date of this agreement, and annually thereafter, certify to the Buyer in writing signed by an officer of the Seller, compliance with this clause 15.2 by the Seller and all persons referred to in clause 15.3. The Seller shall provide such supporting evidence of compliance as the Buyer may reasonably request.

15.3 The Seller shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Seller's obligations under this Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this clause 15. The Seller shall be responsible for the observance and performance by such persons of the provisions of this clause 15, and shall be directly liable to the Customer for any breach by such persons of any of this clause.

15.4 Any breach of this clause 15 shall be deemed a material breach of this Contract and shall entitle the Buyer to terminate the Contract with immediate effect.

16 ANTI-SLAVERY AND ANTI-FACILITATION OF TAX EVASION

Anti-Slavery

16.1 The Seller undertakes, warrants and represents that:

16.1.1 neither the Seller nor any of its officers, employees, agents or subcontractors has:

a. committed an offence under the Modern Slavery Act 2015 (a "MSA Offence");

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

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;

16.1.2 it shall comply with applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015;

16.1.3 it shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales; and

16.1.4 it shall notify the Buyer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of the Seller's obligations under clause 16.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Seller's obligations.

Anti-facilitation of Tax Evasion

16.2 The Seller shall during the term of this Contract:

16.2.1 not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

16.2.2 establish and maintain its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with clause 16.2.1;

16.2.3 notify the Buyer in writing if it becomes aware of any breach of clause 16.2.1 or has reason to believe that it has received a 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;

16.2.4 promptly upon signature of this Contract, and annually thereafter, certify to the Buyer in writing signed by an officer of the Seller, compliance with this clause 16.2 by the Seller and all persons referred to in clause 16.2.5, with such supporting evidence of compliance as the Buyer may reasonably request; and

16.2.5 ensure that its agents, consultants, subcontractors or other persons engaged in performance of the Seller's obligations under this Contract do so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on the Seller in this clause 16.2. The Seller shall be directly liable to the Buyer for any breach by such persons of any of this clause 16.2.

16.3 Any breach of clause 16.1 or 16.2 by the Seller shall be deemed a material breach of the Contract and shall entitle the Buyer to terminate the Contract with immediate effect.

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17 RESPONSIBILITY FOR INFORMATION

The Seller shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by it, whether such information has been approved by the Buyer or not.

18 ASSIGNMENT AND SUB-LETTING

18.1 The Seller shall not assign, transfer, sub-let or sub-contract any part of the Contract without the Buyer's written consent, provided that the restriction contained in this clause shall not apply to sub-contracts for raw materials, or for any part of which the makers are named in this Contract.

18.2 Where the Seller sub-contracts in accordance with clause 18.1, the Seller shall only use appropriately qualified and experienced sub-contractors and shall remain solely responsible for their acts and omissions. Sub-contracting any part of the Contract shall not relieve the Seller for liability for such sub-contracted work or any goods purchased from sub-contractors.

19 FREE-ISSUE MATERIALS

Where the Buyer issues materials free of charge to the Seller such materials shall be and remain the property of Buyer. The Seller shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Seller shall use such material solely in connection with the Contract and any surplus materials shall be disposed of at the Buyer's discretion. Waste of such materials arising from bad workmanship or negligence of the Seller shall be made good at the Seller's expense. Without prejudice to any other rights of the Buyer, the Seller shall deliver up to the Buyer on demand any free issue materials whether or not further processed.

20 WARRANTY

20.1 The Seller shall, as soon as reasonably practicable repair or replace all Goods which are or become defective during the period of 24 months from the date of the issue of the last relevant Practical Completion, including where such defects occur under proper usage and are due to faulty design, the Seller's erroneous instructions as to use or erroneous use of data or inadequate or faulty materials or workmanship, or any other breach of the Seller's warranties express or implied. In the absence of a formal contract then the date on the Buyer's completion certificate shall be the commencement date of the warranty.

20.2 Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 24 months from the date of delivery, reinstallation or on passing of tests (if any) whichever is appropriate after repair or replacement.

20.3 The Seller shall further be liable in damages (if any) whether or not such damage and losses were reasonably foreseeable.

20.4 Where a claim is made against the Buyer by a third party pursuant to any latent defect that is attributable to failure which occurs under proper usage and is due to faulty design, the Seller's erroneous instructions as to use or erroneous use of data or inadequate or faulty materials or workmanship, or any other breach of the Seller's warranties express or implied, then the Seller shall be liable for a period of 12 years from the date of the issue of the last Practical Completion and shall be committed to the terms of the collateral warranty agreed between the Buyer and the third party as if the Seller had entered directly into the collateral warranty with the third party itself.

20.5 The Seller indemnifies and shall keep the Buyer fully and effectively indemnified and held harmless from and against any and all losses, liabilities, claims, damages, expenses and costs resulting from any claim brought against the Buyer arising out of any to any latent defect that is attributable to failure which occurs under proper usage and is due to faulty design, the Seller's erroneous instructions as to use or erroneous use of data or inadequate or faulty materials or workmanship, or any other breach of the Seller's warranties express or implied.

21. INSURANCE

21.1. During this agreement and for a period of twelve years afterwards the Supplier shall maintain in force, with reputable insurance companies, the insurance at the values set out in this Clause 21, sufficient to cover the liabilities that may arise under or in connection with this agreement and produce to the Customer on demand full particulars of that insurance or evidence confirming the contractually required level of cover is in place. The Supplier shall retain and make available for inspection by Customer or its advisor's copies of all such insurance policies for at least six years after termination of cover and indefinitely for occurrence-based policies.

21.2. Employers Liability Insurance £10,000,000
21.3. Public/Product Liability £2,000,000
21.4. Contractors All Risks Insurance £5,000,000
21.5. Professional Indemnity Insurance £10,000,000

21.6. The Seller shall immediately inform the Buyer if insurances satisfying the requirements of Clause 21 are not held or ceases to be available in order that the Seller and the Buyer can discuss the means of best protecting the respective interests of the Buyer and the Seller in relation to the Works in the absence of such insurance.

22 LIMITATION OF LIABILITY

22.1 Subject to clauses 22.2 to 22.4, the Buyer's total aggregate liability to the Seller shall not exceed the Contract Price.

22.2 Subject to clause 22.4, the Buyer shall not be liable for any of the following (whether direct or indirect):

22.2.1 loss of profit,

22.2.2 loss of or corrupt or to data,

22.2.3 loss of use,

22.2.4 loss of production,

22.2.5 loss of contract,

22.2.6 loss of opportunity,

22.2.7 loss of savings, discount or rebate (whether actual or anticipated);

22.2.8 harm to reputation or loss of goodwill.

22.3 Subject to clause 22.4, the Buyer shall not be liable for consequential, indirect or special losses.

22.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

22.4.1 death or personal injury caused by negligence,

22.4.2 fraud or fraudulent misrepresentation,

22.4.3 any other losses which cannot be excluded or limited by applicable law.

23 TERMINATION

23.1 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect in respect of the supply of Goods, in whole or in part at any time before delivery by giving written notice to the Seller, whereupon the Seller shall cease all work on the Contract. Subject to clause 21, the Buyer shall pay the Seller fair and reasonable compensation to cover costs that the Seller is unable to reasonably mitigate only for any work in progress on the Goods at the time of termination, which compensation shall not include loss of anticipated profits (whether direct or indirect) or any indirect or consequential loss.

23.2 Without affecting any other right or remedy available to it, the Buyer may terminate the Contract with immediate effect by giving written notice to the Seller if:

23.2.1 the Seller commits a material breach of any other term of the Contract (or any other agreement between the parties) where such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so,

23.2.2 the Seller repeatedly breaches any of the terms of the Contract (or any other agreement between the parties) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect to the terms of the Contract,

23.2.3 any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Seller or if the Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Seller) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Seller or if the Seller cease or threatens to cease to carry on business; or

23.2.4 there is a change in control (within the meaning of section 1124 of the Corporation Tax Act 2010) of the Seller or a member of its group.

23.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

23.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

23.5 Upon termination of this Contract, each party shall:

23.5.1 return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with the supply and purchase of the Goods under this Contract,

23.5.2 return to the other party all documents and materials (and any copies) containing the other party's confidential information; and

23.5.3 erase all the other party's confidential information from its computer systems (to the extent possible).

23.6 If any payment has been made in advance for Goods not supplied by the Seller as at the termination date, upon termination the Seller shall promptly repay to the Buyer all such monies.

PURCHASE OF GOODS

24 NOTICES

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

24.2 A notice or other communication shall be deemed to have been received:

24.2.1 if delivered personally, when left at the address referred to in the Order;

24.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

24.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;

24.2.4 or email, at the time of transmission, or if this time falls outside Business Hours in the place of receipt, when Business Hours resume (for the purposes of this clause 'Business Hours' shall mean 9:00am to 5:00pm).

24.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

25 GENERAL

25.1 No terms or conditions submitted or referred to by the Seller when tendering shall form part of the Contract unless otherwise agreed to in writing by the Buyer.

25.2 No delay or omission by the Buyer in exercising any of its rights or remedies under the Contract or under any applicable law or any occasion shall be deemed a waiver, or bar to, the exercise of such rights or remedy or any other right or remedy upon any other occasion.

25.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, it shall be severed from the Contract and rendered ineffective without modifying the remaining provisions and shall not in any way affect the validity or enforceability of the remaining provisions of this Contract.

25.4 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. Neither of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

25.5 The Seller recognises that any breach or threatened breach of the Contract may cause the Buyer irreparable harm for which damages may not be an adequate remedy. Accordingly in addition to any other remedies and damages available to the Buyer the Seller acknowledges and agrees that the Buyer is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

25.6 A person who is not a party to the Contract shall not have any rights to enforce its terms.

26 APPLICABLE LAW AND JURISDICTION

26.1 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.

26.2 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).