

Terms & Conditions (Conditions of Supply of Goods and Services)

In these Conditions:

'BUSINESS DAYS' a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

1. Interpretation

whose order for the Goods/Services is accepted by the Seller;

'BUYER' means the person or firm who accepts a quotation of the Seller for the sale of the Goods/supply of the Services or

'CONDITIONS' means these terms and conditions terms and conditions of sale as amended from time to time and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

'CONTRACT' means the contract between the Buyer and the Seller for the supply of Goods and/or services in accordance with these Conditions;

'DELIVERABLES' the deliverables set out in the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form accepted by the Seller or the Quote accepted by the Buyer as the case may be;

'SELLER' means ROWE HANKINS LIMITED;

'SERVICES' means the services, including the Deliverables, supplied by the Seller to the Buyer as set out in the Quote;

WRITING' includes e-mail facsimile transmission and comparable means of communication;

'QUOTE' the description or specification for the Services and/or Goods to be provided by the Seller to the Buyer;

Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended,

re-enacted or extended at the relevant t

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale/supply 2.1

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any Quote of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Buyer's order shall only be deemed to be accepted when the

In the case of any inconsistency with any letter order contract or quotation incorporating or referring to these Conditions

whatever may be their respective dates the provisions of these Conditions shall prevail unless expressly varied in Writing and signed on behalf of the Seller. These Conditions shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by law, trade custom, practice or course of dealing. 2.3 Any Conditions emanating from the Buyer's documents are sent by the Buyer and received by the Seller on the understanding that they appear on the Buyer's documents because they are printed thereon but have no legal effect whatsoever and the Buyer waives any right which the Buyer might have to rely on such Conditions.

the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed. 2.6 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the

The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by

Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual form. 2.8 The Contract for the sale and supply of Goods and/or Services is personal to the Buyer and incapable of assignment or charge without the consent in writing of the Seller.

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

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller or its agents or sub-contractors against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, cop right, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification. This clause 3.4 shall survive termination of the

specification, which do not materially affect their quality or performance and the Seller shall notify the Buyer in any such event.

The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's Quote (if

accepted by the Buyer) or the Buyer's order (to the extent acknowledged by the Seller).

3.5 The Seller reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable statutory or regulatory requirements or, where the Goods and/or Services are to be supplied to the Seller's

No returns of Goods shall be made to the Seller without its consent in writing and in the event of such consent returned Goods shall be returned at the Buyer's expense and shall be in the condition in which they were supplied. Goods returned may be subject to a minimum charge payable by the Buyer of 20% of the total order price. 4. Price of the goods/services The price of the Goods shall be the Seller's quoted price. Prices quoted are valid for 14 days only or until earlier acceptance by

4.5.4 Any request by the Buyer to change the delivery date(s), quantities or types of Goods order or change in specification to the Services; 4.5.5

Any delay caused by any instructions of the Buyer in respect of the Goods and/or Services or failure of the Buyer to give the Seller

Any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by

any instructions of the Buyer or failure of the Buyer to give the Seller adequate at timely information or instructions;

Any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration or increase of tax or of import/export duties, significant increase in the costs of labour, materials (including a price

4.7 The Seller reserves the right to amend the Quote if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.

The price is exclusive of any applicable value added tax (VAT), which the Buyer shall be additionally liable to pay to the Seller. Where any taxable supply for VAT purposes is made under the Contract by the Seller to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the

The Buyer shall: 4.9.1 Ensure that any information it provides in the Quote are complete and accurate;

which the Services are to start; Comply with all applicable laws, including health and safety laws; 4.9.8 Keep all materials, equipment, documents and other property of the Seller (Seller Materials) at the Buyer's premises in safe custody at its own risk, maintain the Seller Materials in good condition until returned to the Seller, and not dispose of or use the

Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on

The Buyer shall pay the price of the Goods or the fee for the Service within 30 days of the date of the Seller's invoice (unless otherwise stated on the invoice), and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

Cancel the Contract or suspend any further deliveries or Services to the Buyer;

performance dates for the Services specified by the Seller but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. 6.3 The Goods may be delivered by the Seller in advance of any quoted or agreed delivery date upon the Seller giving reasonable notice to the Buyer. The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Where the Goods are delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

If the Seller fails to deliver the Goods (or any instalment) for an unreasonable length of time for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not

If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then,

7.1.3 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2.4 Notify the Seller immediately if it becomes Subject to any of the events listed in clauses 8.13, 8.16 and 9; and 7.2.5

Give the Seller such information as the Seller may reasonably require from time to time relating to:

Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.2 Title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs. At any time before title to the Goods passes to the Buyer, the Seller may:

By notice in writing, terminate the Buyer's right under clause 7.3 to resell the Goods or use them in the ordinary course of its business; and 7.4.2 Require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;

Seller issues a written acceptance of the order at which point and on which date the Contract shall come into existence. The Buyer is responsible for ensuring the terms of any order are in accordance with any applicable specification submitted by the Buyer and are complete and accurate.

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the date of delivery;

The Goods; and

The ongoing financial position of the Buyer.

available for collection; or

delivered over the price of the Goods.

6. 7. Risk and property

Risk of damage to or loss of the Goods shall pass to the Buyer:

6. Delivery

maintenance of the Goods.

or indirectly from the Buyer Default.

the Seller shall be entitled to:

deduction or withholding of tax as required by law).

5. Terms of payment

Ahe Buyer's request to expedite delivery;

increase in raw materials) or other costs of manufacture);

3. Orders and specifications

2.4 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer 2.5

Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed. 2.7 Any samples, drawings, descriptive matter or advertising issued by the Seller and any descriptions of the Goods contained in the

No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and to the extent confirmed in writing by the Seller's authorised representative. The Seller shall supply the Services to the Buyer in accordance with the Quote in all material respects.

3.6 No order which has been accepted or acknowledged by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation. The Buyer shall incur a cancellation charge payable to the Seller of 20% of the total (cancelled) order price against which losses as aforesaid shall be offset.

the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

worked on Business Days, unless otherwise agreed in Writing.

The charges for Services shall be calculated on a time and materials basis unless otherwise specified in the Quote.

individuals whom the Seller engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Seller for the performance of the Services, and for the cost of any materials. 4.5 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods or Services to reflect any increase in the cost to the Seller which is due to:

The Seller's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm

The Seller shall be entitled to charge the Buyer (in addition to any price quoted) for any expenses reasonably incurred by the

4.6 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

adequate or accurate information or instructions in respect of the Goods and/or Services.

Services or Goods at the same time as payment is due for the supply of the Services or Goods.

accommodation and other facilities as reasonably required by the Seller to provide the Services;

ensure that such information is complete and accurate in all material respects;

or failure by the Buyer to perform any relevant obligation (Buyer Default):

failure or delay to perform any of its obligations as set out in this clause; and

Prepare the Buyer's premises for the supply of the Services;

4.9.2 Co-operate with the Seller in all matters relating to the Services;

Provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office

Provide the Seller with such information and materials as the Seller may reasonably require in order to supply the Services, and

Seller Materials other than in accordance with the Seller's written instructions or authorisation;

Comply with any additional obligations as set out in the Quote or stipulated by the Seller in connection with the use, storage and

If the Seller's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer

Without limiting or affecting any other right or remedy available to it, the Seller shall have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;

The Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's

The Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly

Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer

If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller,

Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the

Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of two per cent per month until

All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any

Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller

Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods. In respect of Services, the Seller shall invoice the Buyer on completion of the Services unless otherwise specified in the Quote.

delivering or procuring the delivery of the Goods to that place. Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods however caused. The Seller shall use all reasonable endeavours to meet any

without prejudice to any other right or remedy available to the Seller, the Seller may:

it has reasonable grounds for doubting the Buyer's ability to pay the price thereof.

Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

Without prejudice to any other rights, it may have the Seller may withhold delivery of any of the Goods or any instalment thereof if

In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are

In the case of Goods being handed to a carrier for carriage to the Buyer or to a port for export at the time of such handing over; or

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in and title to the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due, except where the Buyer

resells the Goods in which case title shall pass to the Buyer at the time specified in clause 7.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall:

Store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from

7.3 Subject to clause 7.4, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time: 7.3.1 It does so as principal and not as the Seller's agent; and

Nothing in these Conditions limits any liability which cannot legally be limited, including liability for: Death or personal injury caused by negligence; Fraud or fraudulent misrepresentation; 8.4.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and 8.4.4 Defective products under the Consumer Protection Act 1987. Subject to clause 8.4, the Seller's total liability to the Buyer shall not exceed the aggregate price of the Goods and Services supplied under the Contract. 8.6 8.6 sets out specific heads of excluded loss and exceptions from them: specified types of loss.

The Goods will correspond in all material respects with their specification and will be free from material defects in material and

The Seller has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The Seller has been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and exclusions in this clause reflect the insurance cover the Seller has been able to arrange and the Buyer is responsible for

The restrictions on liability apply to every liability arising under or in connection with the Contract including liability in contract,

8. Warranties and liability Limitation

Subject to the conditions set out below the Seller warrants that:

The Services will be provided using reasonable care and skill.

making its own arrangements for the insurance of any excess loss.

liability: THE BUYER'S ATTENTION IS

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tort (including negligence),

7. Indirect or consequential loss.

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supplied by the Buyer;

established by known custom and practice.

permitted by law, excluded from the Contract.

PARTICULARLY DRAWN TO THIS CLAUSE.

workmanship at the time of delivery; and

Subject to clause 8.4, clause 8.6.3 identifies the kinds of loss that are not excluded. Subject to that, clause 8.6.2 excludes 8.6.2 The following types of loss are wholly excluded: 1. Loss of profits; 2. Loss of sales or business; 3. Loss of agreements or contracts; 4. Loss of anticipated savings; 5. Loss of use or corruption of software, data or information; 6. Loss of or damage to goodwill; and

The following types of loss and specific loss are not excluded: Sums paid by the Buyer to the Seller pursuant to the Contract, in respect of any Goods or Services not provided in accordance with the Contract; 2. Wasted expenditure; 3. Additional costs of procuring and implementing replacements for, or alternatives to, Goods or Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials; 4. Losses incurred by the Buyer arising out of or in connection with any third party claim against the Buyer which has been caused by the act or omission of the Seller. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Seller's personnel, regulators and Buyers of the Buyer; and anticipated savings.

The warranties in clause 8.1 are given by the Seller subject to the following conditions:

8.7.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval in writing; 8.7.3 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment; 8.7.4 The above warranty does not extend to parts, materials or equipment not manufactured by or on behalf of the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller; 8.7.5 The above warranty does not apply to the application of or use and treatment of the Goods including the manner of storage after leaving the Seller's premises which are not in accordance with the recommendations of the Seller or the Manufacturer or as

The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification

This clause 8 shall survive termination of the Contract. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. 8.11

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 and sections 3, 4 and 5 of the supply of Goods and Services Act 1982 are, to the fullest extent

Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer. 8.12 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for payments to customers

or loss of profit or third party clause or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions. 8.13 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

Act of God, explosion, flood, tempest, fire or accident; War or threat of war, sabotage, insurrection, civil disturbance or requisition; 8.13.3 Acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; 8.13.4

Import or export regulations or embargoes; 8.13.5 Strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); 8.13.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery; 8.13.7 Power failure or breakdown in machinery;

8.14 Any Conditions or Warranties (whether expressed or implied by statute common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality or fitness of the Goods for any particular purpose even if that purpose is made known expressly or by implication to the Seller are hereby expressly negative. Insofar as the Seller's obligations under the Contract are carried out by any of its agents servants or sub-contractors the provisions of this clause 8 are stipulated for their benefit as well as the Seller and each of them shall be exempted accordingly. 8.16

Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by

Pandemic or lockdown (including but not limited to arising in connection with Covid 19).

giving written notice to the other party if:

business; or

of the Contract is in jeopardy.

payable by the Buyer immediately on receipt;

which existed at or before the date of termination or expiry.

country of destination and for the payment of any duties on them.

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14. General

8.16.1 The other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing to do so; The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its

The other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms

Without affecting any other right or remedy available to it, the Seller may terminate the Contract with immediate effect by giving

written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

8.18 Without affecting any other right or remedy available to it, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under the Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 8.16, or the Seller reasonably believes that the Buyer is about to become subject to any of them. 8.19 On termination of the Contract:

The Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be

The Buyer shall return all of the Seller's materials and any Deliverables or Goods which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract

in full force and effect. 9. Force Majeure Event 9.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. 10. Export terms

In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if

Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 10 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the

Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered fob the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment.

there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue

The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit. 11. Intellectual property rights 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Buyer) shall be owned by the Seller. 11.2

royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding materials provided by the Buyer) for

The Buyer grants the Seller a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Without prejudice to the generality of clause 12.2 the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Seller and/or lawful collection of the Personal Data by the Seller on

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, suppliers, clients or customers of the other party or of any member of the group of companies to which the other party

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and

The Seller grants to the Buyer, or shall procure the direct grant to the Buyer of, a fully paid-up, worldwide, non-exclusive,

the purpose of receiving and using the Services and the Deliverables in its business.

The Buyer shall not sub-license, assign or otherwise transfer the rights granted by clause 11.2.

provided by the Buyer to the Seller for the term of the Contract for the purpose of providing the Services to the Buyer. 12. Data protection

The following definitions apply in this clause 12:

organisational measures: as defined in the Data Protection Legislation.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

behalf of the Buyer for the duration and purposes of the Contract.

13. Confidentiality

belongs, except as permitted by clause 13.2.

obligations under or in connection with the Contract.

12.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Seller is the Processor.

Each party may disclose the other party's confidential information: To its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with 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 13; and

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. 14.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

The headings in these Conditions are for convenience only and shall not affect their interpretation. 14.5 For the purpose of the Unfair Contract Terms Act 1977 the parties hereto acknowledge that the Terms and Conditions hereof are reasonable as between two commercial parties of independent bargaining strengths.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

14.6 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English court. Conditions of Supply of Goods and Services - Updated November 2021 by: Rowe Hankins Ltd. Registered in England Number: 2021691 Registered office address: Power House, Mason Street, Bury, Lancashire BL9 0RH, UK.