# TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

## 1 INTERPRETATION

### 1.1 Definitions

**"Acceptance Conditions" shall have the meaning set out in clause 5.2.**

**"Business Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.**

**"Charges" means the charges payable by the Customer for the supply of the Goods and/or Services in accordance with clause 3.**

**"Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with clause 15.5.**

**"Contract" means the contract between the Customer and the Supplier for the sale and purchase of the Goods and/or supply of Services in accordance with these Conditions.**

**"Control" has the meaning as given to it in section 1124 of the Corporation Tax Act 2010.**

**"Customer" means CPM Wolverine Proctor Ltd. (registered in England and Wales with company number 02423408).**

**"Customer Materials" has the meaning set out in 6.1(a)(vi).**

**"Data Protection Laws" means, as binding on either party or the Deliverables:**

- **(a) means the General Data Protection Regulation, Regulation (EU) 2016/679 (if applicable), such regulation as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);**
- **(b) the Data Protection Act 2018;**
- **(c) any laws which implement or supplement any such laws; and**
- **(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.**

**"Deliverables" means the Goods or Services or both as the case may be.**

**"Delivery Date" means the date specified in the Order, or, if none is specified, within 30 days of the date of the Order.**

**"Delivery Location" means the address for delivery of Goods and/or performance of the Services as set out in the Order.**

**"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 supplier's workforce;**

**"Good Industry Practice" means the exercise of the degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances in the industry.**

**"Goods" means the goods to be supplied by the Supplier to the Customer under the Contract as set out in the Order.**

**"Intellectual Property Rights" ("IPR") means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service 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 trade secrets) 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;**

**"IPR Claim" means any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.**

**"Mandatory Policies" means the Customer's business policies listed in the Schedule 1, as amended by notification to the Supplier from time to time.**

**"Order" means the Customer's order for the purchase of Goods and/or supply of Services on the Customer's purchase order form.**

**"VAT" means value added tax payable from time to time or any other similar sale or fiscal tax applying to the supply of the Deliverables.**

**"Services" means the services to be provided by the Supplier to the Customer under the Contract, as set out in the Order.**

**"Specification" means any specification for the Goods and/or Services, including any related plans and drawings, which are agreed by the Customer and the Supplier.**

**"Supplier" means the person or firm from whom the Customer purchases the Goods and/or Services.**

**1.2 Interpretation:**

**(a) A reference to the Contract includes these Conditions, the Order and their respective schedules, annexes and appendices (if any).**

**(b) A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.**

**(c) A reference to a party includes its personal representatives, successors and permitted assigns.**

**(d) A reference to legislation or a legislative provision is a reference to it as amended or reenacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.**

**(e) Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.**

**(f) A reference to "writing" or "written" includes fax and email.**

**(g) words in the singular include the plural and vice versa.**

## 2 BASIS OF CONTRACT

**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.**

**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.**

**2.3 Each Order by the Customer to the Supplier constitutes an offer to purchase Deliverables subject to the Contract including these Conditions.**

**2.4 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 in writing.**

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

**(a) the Supplier issuing a written acceptance of the Order; and**

**(b) the Supplier doing any act consistent with fulfilling the Order,**

**at which point the Contract shall come into existence.**

## 3 CHARGES AND PAYMENT

**3.1 The Charges for the Deliverables shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the Deliverables. No increase in the Charges may be made by the Supplier after the Order is placed by the Customer.**

**3.2 All amounts payable by the Customer under the Contract are exclusive of VAT.). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the Deliverables at the same time as payment is due for the Deliverables.**

**3.3 The Charges for the Deliverables include the costs of packaging, delivery, unloading, unpacking, shipping, insurance, carriage and all other charges, expenses or taxes related to the Deliverables.**

**3.4 The Supplier may invoice the Customer for:**

**(a) The Goods on or after the completion of delivery of the Goods , or, if later, the fulfilment of the applicable Acceptance Conditions;**

**(b) the Services on or after the completion of the performance of the Services or, if later, the fulfilment of the applicable Acceptance Conditions.**

**3.5 To constitute a valid invoice, the Supplier's invoice must include the date of the Order, the invoice number, the Customer's purchase order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.**

**3.6 The Customer shall pay valid and undisputed invoices of the Supplier within 60 days of receipt. Payment shall be made to the bank account nominated in writing by the Supplier.**

**3.7 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 1% 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.**

**3.8** **Where the Charges for any Deliverables are to be calculated on a time and materials basis, the Supplier shall maintain complete and accurate records of the time spent and materials used in providing the Deliverables, and shall allow the Customer to inspect such records at all reasonable times on request.**

**3.9** **Without prejudice to any other remedy, the Customer may at any time, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.**

## 4 DELIVERY AND PERFORMANCE

**4.1** **The Supplier shall deliver the Goods on the Delivery Date at the Delivery Location during the Customer's normal business hours, or as instructed by the Customer.**

**4.2** **The Goods shall be deemed delivered (but not accepted) on the completion of unloading the Goods at the Delivery Location.**

**4.3** **The Supplier shall perform the Services on the date(s) specified in the Order at the Delivery Location during the Customer's normal business hours, or as instructed by the Customer.**

**4.4** **The Services shall be deemed performed on completion of the Acceptance Conditions as confirmed by the Customer in writing.**

**4.5** **Each delivery of Goods or performance of the Services shall be accompanied by a delivery note stating:**

- **(a) the date of the Order;**
- **(b) the Order number (if any);**
- **(c) if Goods, the type and quantity of the Goods (including the code number of the Goods, where applicable);**
- **(d) if Services, the category, type and quantity of the Services performed;**
- **(e) any special instructions including storage, handling and other requests;**
- **(f) if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;**
- **(g) in the case of Services, details of the Supplier Personnel performing the Services;**
- **(h) in the case of Goods, whether any packaging material is to be returned to the Supplier, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense for a period not exceeding 7 days and;**
- **(i) any additional information requested by the Customer as set out in the Order.**

**4.6** **If the Supplier:**

- **(a) delivers less than 95% of the quantity of Deliverables ordered, the Customer may reject the Deliverables; or**
- **(b) delivers more than 105% of the quantity of Deliverables ordered, the Customer may at its discretion reject the Deliverables or the excess Deliverables and any rejected Deliverables shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Deliverables ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.**

**4.7 Time of delivery or performance (as the case may be) is of the essence. If the Supplier fails to deliver any of the Deliverables 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:**

**(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;**

**(b) to reject the Deliverables (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense.**

**(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Deliverables (if paid);**

**(d) to require a refund from the Supplier of sums paid in advance for Deliverables that the Supplier has not provided;**

**(e) to refuse to accept any subsequent delivery of the Deliverables which the Supplier attempts to make;**

**(f) to recover from the Supplier any costs incurred by the Customer, or any of its subsequent buyers, in obtaining substitute goods or services from a third party; and**

**(g) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.**

**4.8 If the Goods are not delivered on the Delivery Date or if the Services are not performed by the applicable date, the Customer may, at its option, claim or deduct by way of liquidated damages 1% of the price of the Goods and/or Services for each week's delay in delivery and/or performance of the Services up to a maximum of 10% of the total price of the Goods and/or Services. If the Customer exercises its rights under this clause 4.8, it shall not be entitled to any of the remedies set out in clause 4.7 in respect of the late performance of the Services and/or the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).**

**4.9 The Supplier shall not deliver the Goods or perform the Services in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered or Services performed by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver or perform in any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 4.7.**

## 5 ACCEPTANCE, REJECTION AND INSPECTION

**5.1 The Customer shall not have accepted or be deemed to have accepted the Deliverables until the Acceptance Conditions are fulfilled and the Customer has notified confirmation of such to the Supplier in writing.**

**5.2 The 'Acceptance Conditions' are that:**

**(a) for Goods, the Goods and delivery note has been delivered to or at the Delivery Location;**

**(b) for Services, the Services have been performed at the Delivery Location;**

**(c) all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of the Customer at its sole discretion; and**

**(d) the Customer has notified the Supplier in writing that the Deliverables have been delivered in full compliance with the Order and the Conditions of the Contract including this clause 5.**

**5.3 The Customer shall be entitled to reject any Deliverables which are not in full compliance with 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.**

**5.4 Any rejected Deliverables 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 Deliverables over-delivered or rejected.**

**5.5 The rights of the Customer in this clause 5 are without prejudice to the Customer's other rights and remedies under the Contract including those under clause 4.**

## 6 WARRANTY

**6.1 The Supplier warrants and represents that:**

**(a) in performing its obligations under this Agreement, the Supplier shall:**

**(i) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time and with the Mandatory Policies;**

**(ii) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables will be free from defects;**

**(iii) 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;**

**(iv) ensure that the Deliverables will conform with all descriptions, standards and specifications including those set out in the Specification;**

**(v) ensure that the Deliverables will be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier and in this respect the Customer relies on the Supplier's skill and judgement;**

**(vi) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("Customer Materials") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and**

**(vii) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.**

**(b) the Goods shall:**

**(i) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended); and**

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

**(c) in performing the Services, the Supplier shall:**

**(i) co operate with the Customer in all matters relating to the Services and comply with all reasonable instructions of the Customer.**

**(ii) perform the Services in accordance with Good Industry Practice;**

**(iii) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;**

**(iv) provide all equipment, tools and vehicles and such other items as are required to provide the Services; and**

(v) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises.

6.2 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 6.

6.3 Unless otherwise specified in the Order, the Customer may inspect and test the Deliverables at any time before delivery and for a period of three months thereafter. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

6.4 If following such inspection or testing the Customer considers that the Deliverables do not conform or are unlikely to comply with the warranties in this clause 6, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

6.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

6.6 The provisions of these Conditions shall apply to any Deliverables that are repaired, replaced or correct with effect from delivery of the repaired, replaced or corrected Goods.

6.7 The Customer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in sections 13 to 15 of the Sale of Goods Act 1979 or sections 12 to 16 of the Supply of Goods and Services Act 1982.

## 7 TITLE AND RISK

7.1 Risk in the Goods shall pass to the Customer on the later of:

(a) delivery of the Goods to the Customer as set out in clause 4; or

(b) the Customer's acceptance of the Goods on fulfilment of the relevant Acceptance Conditions as set out in clause 5.

7.2 Title to the Goods shall pass to the Customer on the sooner of:

(a) payment by the Customer for the Goods under clause 3; or

(b) delivery of the Goods to the Customer under clause 4.

7.3 The passing of title shall not prejudice any other of the Customer's rights and remedies, including its right to reject.

7.4 The Supplier and no other person shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which has 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.

7.5 The Supplier warrants and represents that it:

(a) 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

(b) 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

## 8 INTELLECTUAL PROPERTY

**8.1 All Specifications provided by the Customer and all IPR 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 IPR, and the Supplier shall do all such things and sign all documents necessary in the Customer's opinion to so vest all such IPR in the Customer. and to enable the Customer to defend and enforce such IPR. The Supplier shall also, at the Customer's request, waive or procure a waiver of applicable moral rights.**

**8.2 The Supplier shall immediately notify the Customer in writing giving full particulars if any of the following matters come to its attention:**

- **(a) any actual, suspended or threatened infringement of IPR in the Deliverables;**
- **(b) any claim made or threatened that the Deliverables infringe the rights of any third party; or**
- **(c) any other order, charge or claim to which IPR in the Deliverables is subject.**

**8.3 If any IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier shall promptly and at its own expense either:**

- **(a) procure for the Customer the right to continue using and possessing the relevant IPR; or**
- **(b) modify or replace the infringing part of the IPR and without adversely affecting the functionality of the IPR as set out in the Contract so as to avoid the infringement or alleged infringement, provided that if, having used all 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 affect IPR.**

**8.4 The Supplier shall indemnify, and keep indemnified, the Customer against all liabilities, costs, expenses, damages and losses (whether direct, indirect or consequential) including, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with any IPR Claim.**

## 9 INDEMNITY

**9.1 The Supplier shall indemnify, and keep indemnified, the Customer against all liabilities, costs, expenses, damages and losses (whether direct, indirect or consequential) including, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:**

- **(a) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or performance of the Services, to the extent that the defects in the Goods and/or performance of the Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;**
- **(b) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and**
- **(c) defects in materials, quality, workmanship or performance of the Deliverables.**

## 10 INSURANCE

**During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the**

**liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. The Supplier shall on request assign to the Customer the benefit of such insurance.**

## 11 CONFIDENTIALITY

**11.1 The Supplier undertakes that it shall not at any time during the Contract and for a period of five years after termination or expiry of the Contract, disclose to any person any confidential information disclosed by the Customer concerning the Goods, Services, Deliverables, IPR, business, affairs, customers, clients or suppliers of the other party (collectively "Confidential Information", except as permitted by clause 11.2.**

**11.2 The Supplier may disclose the Customer's Confidential Information:**

- **(a) to its employees, officers, representatives, contractors, subcontractors or advisers only to the extent required to satisfy the Supplier's obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and**

- **(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided, that the Supplier shall provide prompt written notice to the Customer so it may seek an injunction or other assurances of appropriate confidential treatment for such Confidential Information, and the Supplier limits the disclosure to that portion of the Confidential Information that is legally required to be disclosed.**

**11.3 The Supplier shall not use the Customer's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.**

## 12 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

**12.1 In performing its obligations under the Contract, the Supplier shall:**

- **(a) comply with all applicable laws, statutes, regulations from time to time in force; and**

- **(b) comply with the Mandatory Policies.**

**12.2 The Customer may immediately terminate the Contract for any breach of clause 12.1**

## 13 TERMINATION AND CANCELLATION

**13.1 The Customer may cancel the Order for the Deliverables in whole or in part at any time before delivery of the Goods and/or performance of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Order. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss and shall be subject to the Supplier providing reasonable evidence of such work in progress. The Supplier shall mitigate its costs relating to the Order to the maximum extent possible upon receipt of the notice of cancellation.**

**13.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier:**

- **(a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days after being notified in writing to do so;**

- **(b) the Supplier 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 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;**

**(c) the Supplier takes any step or action in connection with being made bankrupt, entering any composition or arrangement with its creditors, 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;**

**(d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or**

**(e) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.**

**13.3 On termination or expiry of the Contract, the Supplier shall immediately return all Customer Materials and, at the Customer's option and without prejudice to any other remedy the Customer may have, immediately provide all Goods (including any portion thereof in progress) or a full refund of monies paid by the Customer in respect of the Order. If the Customer exercises its right to require the supplier to provide all Goods (including any potion thereof in progress) and the Supplier fails to do so, the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract**

**13.4 The Customer may terminate the Contract at any time by giving no less than four weeks' notice in writing to the Supplier if the Supplier undergoes a change of Control.**

**13.5 Termination or expiry of the Contract, however arising, shall not affect any of the Customer's rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.**

**13.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.**

## 14 DATA PROTECTION

**14.1 The parties agree each party shall at all times comply with all Data Protection Laws in connection with the Contract.**

## 15 GENERAL

**15.1 Force Majeure**

**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 due to Force Majeure. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non performance continues for 12 weeks, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.**

**15.2 Assignment and other dealings**

**(a) The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.**

**(b) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.**

**15.3 Subcontracting**

**The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.**

**15.4 Entire agreement**

**(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.**

**(b) 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.**

**(c) Nothing in these Conditions purports to limit or exclude any liability for fraud.**

**15.5 Variation**

**Except as set out in these Conditions, no variation to these Conditions, or to an Order or to the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by a duly authorised signatory on behalf of each party.**

**15.6 Waiver**

**No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.**

**15.7 Severance**

**If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause 15.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.**

**15.8 Notices**

**(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:**

**(i) delivered by hand or by pre paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or**

**(ii) sent by email to the following email address:**

- for Customer commercial@cpm.net
- for Supplier the email address as set out in the Order.

**(b) Any notice or communication shall be deemed to have been received:**

**(i) if delivered by hand, at the time the notice is left at the proper address;**

**(ii) if sent by pre paid first class post or other next working day delivery service, at 9am on the third Business Day after posting; or**

**(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.8(b)(iii), business hours means 9 am to 5 pm Monday to Friday on a day that is not a public holiday in the place of receipt.**

**(c) This clause does 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.**

**15.9 Third party rights**

**Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.**

**15.10 Governing law**

**The Contract, and any dispute or claim (including non contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.**

**15.11 Jurisdiction**

**Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.**

**SCHEDULE 1**

**Customer's Mandatory Policies**

**The Mandatory Policies are the Customer's:**

- **Modern Slavery and Human Trafficking Policy**
- **Anti Bribery and Anti Corruption Policy**
- **Ethics Policy**
- **Data and Privacy Policy**
- **Security Policy**