

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS / SERVICES

Ball Packaging Europe UK Ltd, Lakeside, Chester Business Park, Chester CH4 9QT, UK

Exclusive Terms

Unless **We** agree otherwise in writing, all Goods or Services bought by **Us** (whether by Purchase Order or otherwise) are bought on these Terms and Conditions. No other terms and conditions shall apply unless **We** agree in writing. **You** shall be deemed to have accepted these Terms and Conditions as soon as **You** take any steps to deliver the Goods, carry out the Services or otherwise take any action in part performance of the Agreement (see Clause 2.3 below).

1. Definitions

In this document, the following words shall have the following meanings:

- 1.1 **"Agreement"** means, in respect of each and every Purchase Order, an agreement for the supply of goods or services comprising these Terms and Conditions together with the terms of the relevant Purchase Order;
- 1.2 **"Buyer", "We", "Us" or "Our"** means Ball Packaging Europe UK Ltd, a company registered in England and Wales with registered number 2459095, whose registered office is at Lakeside, Chester Business Park, Chester CH4 9QT;
- 1.3 **"Claim"** means any claim, demand, proceeding, complaint or other similar action;
- 1.4 **"Confidential Information"** means any and all:
 - 1.4.1 technical, commercial, financial or other information (including data, tools, models, know-how, formulae, processes, designs, charts, drawings, pictures, photographs, records, documents, etc.) of whatever nature and form which relates to Our business, customers, products, or services;
 - 1.4.2 notes, reports, analysis and reviews of, and any other information derived from, any information referred to in Clause 1.4.1 above or which contains or is based in whole or in part upon such information; and
 - 1.4.3 information designated as confidential, commercially sensitive or which ought reasonably to be considered as such,regardless of the means or form used in disclosure and regardless of the method or medium used for storage;
- 1.5 **"Goods"** means the equipment, goods and/or materials ordered or bought by the Buyer in terms of an Agreement (including the replacement and renewals thereof and all accessories and additions thereto whether added or made before or after the date of the relevant Purchase Order);
- 1.6 **"Intellectual Property Rights" or "IPR"** means any and all patents, rights in inventions (whether patentable or not), utility models, copyrights and related rights (including rights in any object code or source code), database rights, design rights, trade marks, service marks, trade names, rights in domain names, know-how, trade secrets and other (confidential) information, and all other rights of a similar or corresponding character, including any extensions, updates, improvements, and modifications thereof, whether registered or unregistered or capable of registration and whether subsisting in any country, territory or part of the world together with all or any goodwill relating thereto and rights to bring proceedings for past, present or future infringement, and all applications for such rights as they exist anywhere in the world;
- 1.7 **"Losses"** means all losses, injury, liabilities and damages, whether direct or indirect, and whether consequential or not, and all related costs, expenses and payments made to third parties (including additional taxes, VAT, reasonable legal and other professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties);
- 1.8 **"Purchase Order"** means the standard Buyer document which is subject to these Terms and Conditions and includes or is attached to a description of the Goods and/or Services to be provided by the Supplier and which provides a maximum value payable by the Buyer to the Supplier in consideration for such Goods and/or Services;
- 1.9 **"Services"** means any services ordered by the Buyer under the terms of an Agreement;
- 1.10 **"Supplier", "You" and "Your"** means any person, firm, company or authority named in the Purchase Order from whom the Buyer shall order or buy the Goods and/or Services and shall include his or their successors, executors and personal representatives;
- 1.11 **"Supplier Personnel"** means any employee, agent, or subcontractor engaged by You to provide the Services; and

- 1.12 "Terms and Conditions" means these standard conditions for purchase of goods and/or services.
- 1.13 "Work Product" means any source codes, object codes, documents, records, manuals, drawings, database, diagrams, pictures, etc. which You produce for Us in providing the Services to Us.

2. General

- 2.1 These Terms and Conditions shall apply to all agreements for the supply of Goods and/or Services by the Supplier to the Buyer pursuant to one or more Purchase Orders.
- 2.2 The Goods and/or Services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Conditions.
- 2.3 Each Purchase Order shall be deemed to be an offer by the Buyer to purchase Goods and/or Services subject to these Terms and Conditions and any other provisions specifically set out in such Purchase Order, and no Purchase Order shall be deemed to be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order, in whole or in part, accepts the offer. Without prejudice to the Buyer's rights under Clause 2.4, if the offer constituted by the Purchase Order is not accepted by the Supplier in accordance with this Clause within ten (10) days after the Purchase Order is issued, such offer shall automatically lapse and will no longer be capable of acceptance.
- 2.4 The Buyer reserves the right to withdraw at any time any offer constituted by a Purchaser Order by the giving of notice (either written or verbal) to the Supplier.
- 2.5 These Terms and Conditions shall prevail to the exclusion of all other terms and condition with the exception of those agreed terms and conditions entered into by both parties as part of a 'Preferred Supply Agreement' for the provision and supply of specific goods and services associated with ODM's, metals and spares.
- 2.6 No changes or variations to any Purchase Order shall be effective unless We agree such changes or variations in writing with You. Furthermore, no changes or variations to these Terms and Conditions shall be effective unless one of Our directors agrees such changes or variations in writing with you.
- 2.7 The Buyer shall, subject to Clauses 2.6 and 2.8, have the right, from time to time, to direct the Supplier to add to or omit from or otherwise vary the Goods and/or Services described in a Purchase Order and the Supplier shall give effect to such variation and be bound by the same Terms and Conditions, so far as applicable, as though the said variations were stated in the Agreement.
- 2.8 Notwithstanding Clause 2.7, where We amend an existing Purchase Order so as to increase the amount of Goods to be provided or Services to be performed, We reserve the right to raise a further Purchase Order in respect of such increase.

3. Price and Payment

- 3.1 The price and any taxes and expenses for the Goods and/or Services payable to You by Us, as well as the currency to be used for such payment, shall be as specified in the Purchase Order.
- 3.2 We will not accept any changes to the agreed price for the Goods or Services unless We have agreed such change in writing.
- 3.3 In satisfying an invoice for a given Agreement, We reserve the right to set off any money You owe Us, whether under another Agreement or on any other account whatsoever.
- 3.4 Unless otherwise specified in the relevant Purchase Order, We will pay for the Goods and/or Services within forty-five (45) days from the end of the month in which We receive a valid invoice for the relevant amount from the Supplier. Time for payment shall not be of the essence of the Agreement.
- 3.5 No amount shall be payable to the Supplier except in accordance with a properly issued invoice containing the relevant Purchase Order reference number. Where We reasonably believe that the amount specified in Your invoice is incorrect, We reserve the right to withhold payment of such invoice in full and pay only such amount as We reasonably believe to be properly due and owed to You by Us.
- 3.6 The Buyer shall not be responsible for any expenses, fees, charges, taxes, interest, or price other than those set out in the Purchase Order.
- 3.7 The Buyer shall not be liable for any increased purchase price in respect of Goods delivered or Services performed in addition to those specified in the relevant Purchase Order, unless the relevant Purchase Order is amended in accordance with Clauses 2.6 and 2.7 above, or the additional Goods and Services and the amount of the corresponding increase in the purchase price is reflected in a further Purchase Order issued by the Buyer.

- 3.8 Once a Purchase Order has been agreed by the Buyer the price for the Goods and/or Services shall not be altered by the Supplier.
- 3.9 Unless We agree in writing, any costs incurred by You in respect of Secondary Packaging (including the cost of pallets) are Your responsibility and shall be deemed to be included in the agreed price in the relevant Purchase Order.

4. Warranty

- 4.1 The Supplier warrants and represents that all Goods supplied under the Agreement shall be free from any defects, patent or latent, in material and workmanship, conform to the Purchase Order and applicable specifications and drawings and, to the extent that detailed designs were not provided to the Buyer, will be free from design defects and in every aspect fit for the purposes intended by the Buyer, as to which the Supplier hereby acknowledges that it has had due notice. The approval by the Buyer of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this Clause 4.1.
- 4.2 If the Goods and/or Services (in whole or in part) provided by You are faulty and/or do not strictly conform to the quality, quantity, standard or description as required by Us, We may, at our sole discretion, terminate the Agreement in accordance with Clause 10.2.2 below, or reject or refuse to pay for such Goods and/or Services. We may return any rejected Goods at Your risk and expense on the basis that a full refund for the returned Goods shall be payable by the Supplier to the Buyer. If, by the nature of the Goods and/or Services, any failure to comply with these Terms and Conditions does not or would not become apparent until after use, We may reject the Goods and/or Services after a reasonable period of use.
- 4.3 Where there is a breach of any warranty contained in Clause 4.1 above by the Supplier, the Buyer, without thereby waiving any rights or remedies otherwise provided by law and/or elsewhere in the Agreement, may (at Our sole discretion) require the Supplier to repair or replace the defective or damaged Goods at the Supplier's risk and expense, or repay the price or part of the price relating to the defect or damage to the Buyer.
- 4.4 Goods repaired or replaced shall be subject to these Terms and Conditions in the same manner as those originally delivered under the Agreement. If the Supplier refuse or fail promptly to repair or replace the defective Goods when requested under Clause 4.3 above, the Buyer may itself, or through an agent or sub-contractor, or otherwise, repair or replace any of the defective Goods itself and the Supplier shall reimburse the Buyer for any costs or expenses incurred for such repair or replacement.
- 4.5 The Supplier warrants and represents that:
- 4.5.1 all Services performed under the Agreement shall be performed with all reasonable skill and care, in a good and workmanlike manner and otherwise in line with best practice within its industry ("**Best Industry Practice**");
- 4.5.2 Supplier Personnel will possess the professional qualifications, competence and experience appropriate to carry out the Services in accordance with Best Industry Practice;
- 4.5.3 it has full capacity and authority to enter into the Agreement; and
- 4.5.4 it has, or will obtain, before it starts supplying the Goods or providing the Services to the Buyer, all licences, consents, and permits that it is required to have in order to provide or supply the Goods and/or Services to the Buyer.
- 4.6 You shall provide Us with such progress reports, evidence or other information concerning the Goods and/or Services as may be requested by Us from time to time.
- 4.7 Without prejudice to Clause 7.1 below, You shall be responsible for maintaining such insurance policies in connection with the provision of the Goods and/or Services as may be appropriate or as We may require from time to time.
- 4.8 You shall procure that the Supplier Personnel take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions.
- 4.9 You shall ensure (and procure that Supplier Personnel ensure) that all the Goods that are supplied to Us and all the Services that are provided to Us under the Agreement are supplied and provided in accordance with the applicable law.

5. Delivery

- 5.1 Delivery of the Goods shall be made to such location as the Buyer specifies in the Purchase Order, or as the Buyer shall otherwise direct. Carriage shall be paid for by the Supplier unless otherwise agreed and shown on the Purchase Order. Any time agreed between the parties for such delivery of Goods and/or Services shall be of the essence of the Agreement and the Buyer shall be entitled to terminate with immediate effect, without notice, the whole or any part of the Agreement if the Supplier fails to deliver on time. Alternatively, in the event of delivery being delayed, the Buyer shall

be entitled to claim liquidated damages for delayed performance amounting to 0.5% of the net Purchase Order value for each commenced week of delay, up to a maximum of 5% of net Purchase Order value. For the avoidance of doubt, the Buyer and the Supplier both agree that:

- 5.1.1 the liquidated damages represents a genuine pre-estimate of the loss that the Buyer would suffer in the event the Supplier fail to make delivery on time;
 - 5.1.2 where the Buyer becomes entitled to liquidated damages under this Clause 5.1, the Supplier shall pay the relevant sums on the Buyer's demand, or alternatively, the Buyer may set the relevant sums off against the Supplier's future invoices in accordance with Clause 3.3 above;
 - 5.1.3 Any payment of liquidated damages under this Clause 5.1 shall be without prejudice to any other rights or remedies which the Buyer may have at law, including any right to terminate the Agreement and/or claim damages.
- 5.2 Where the Buyer terminates the whole or part of the Agreement in accordance with Clause 5.1:
- 5.2.1 all sums payable by the Buyer in relation to the whole or part of the terminated Agreement shall cease to become payable;
 - 5.2.2 all sums paid by the Buyer in relation to the whole or part of the terminated Agreement shall be repaid by the Supplier immediately; and
 - 5.2.3 the Buyer shall be entitled to recover damages from the Supplier for any loss caused as a result of the Supplier's failure to deliver the Goods and/or Services as a result of the rescission of the whole or part of the Agreement.

6. Title

- 6.1 The Supplier warrants that it has good title to the Goods and that it will transfer such title to the Buyer pursuant to Clause 6.2.
- 6.2 Title in the Goods will pass to the Buyer when the Goods are unconditionally appropriated (by either party or by or with the consent of either party) to the Agreement, or on delivery to the Buyer, whichever happens first.
- 6.3 If payment is made by the Buyer prior to delivery of the Goods by the Supplier, title in the Goods will pass to the Buyer on payment and the Supplier shall, at its own risk, separate, identify and hold the Goods on behalf of the Buyer subject to the Buyer's right of rejection as set out in Clause 4.2 and the refund of the price paid together with any loss resulting from the breach of these Terms and Conditions.

7. Risk

- 7.1 The Goods will be and shall remain at the Supplier's risk until such time as they are delivered to and accepted by the Buyer, and are found to be in accordance with the Buyer's requirements as set out in the Purchase Order. It shall be the duty of the Supplier until the Goods are delivered to and accepted by the Buyer to maintain a contract of insurance over the Goods and, on request from the Buyer, to assign to the Buyer the benefits of such insurance and to produce evidence of such insurance if so requested by the Buyer.

8. Inspection of Goods

- 8.1 Where reasonably practical, the Buyer has the right to inspect the Goods at any time prior to and/or upon delivery.
- 8.2 the Buyer has the right to reject any defective or damaged Goods or Goods which otherwise fail to comply with the requirements as set out in the relevant Purchase Order within thirty (30) days after delivery of the Goods or, if later, within thirty (30) days after the defect, damage, or non-compliance becoming apparent, and the following provisions shall apply to any Goods the Buyer so rejects ("**Rejected Goods**"):
 - 8.2.1 the Supplier shall collect the Rejected Goods from the Buyer at the Supplier's expense;
 - 8.2.2 during the period between delivery of the Rejected Goods to the Buyer and collection of the same by the Supplier, the Buyer shall not be liable for any loss or further damage caused to the Rejected Goods;
 - 8.2.3 all sums payable by the Buyer in relation to the Rejected Goods shall cease to become payable;
 - 8.2.4 all sums paid by the Buyer in relation to the Rejected Goods shall be repaid by the Supplier immediately; and
 - 8.2.5 the Buyer shall be entitled to claim damages from the Supplier for any Losses caused to the Buyer as a result of the Rejected Goods.
- 8.3 Where there is a shortage in the order the Buyer shall notify the Supplier and the following provisions shall apply to such shortage:

- 8.3.1 all sums payable by the Buyer in relation to the missing Goods shall cease to become payable;
 - 8.3.2 all sums paid by the Buyer in relation to the missing Goods shall be repaid by the Supplier immediately; and
 - 8.3.3 the Buyer shall be entitled to claim damages from the Supplier for any Losses caused to the Buyer as a result of the shortages.
- 8.4 If the Buyer so requests, the Supplier shall immediately replace the Rejected Goods or supply Goods which are missing at the Supplier's expense or the Buyer shall be entitled to cancel, without notice, the whole or any unfulfilled part of the Purchase Order and the provisions of Clause 5.2 shall apply.
- 8.5 Where there is an excess of Goods in relation to the Purchase Order the Buyer may reject the excess Goods by notice to the Supplier and the following provisions shall apply to such excess:
- 8.5.1 the Supplier shall collect the excess Goods from the Buyer at the Supplier's expense;
 - 8.5.2 during the period between delivery of the excess Goods and collection of the same by the Supplier, the Buyer shall not be liable for any loss or damage caused to the excess Goods; and
 - 8.5.3 no sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to the Buyer immediately.
- 8.6 The Buyer may, at its sole discretion, accept excess Goods by notifying the Supplier of such acceptance and issue a separate Purchase Order in respect of such excess Goods, and the price of the excess Goods shall be payable by the Buyer in accordance with Clause 3.
- 8.7 The Supplier shall repair or replace free of charge, any Goods which become damaged or lost in transit upon receiving notice to that effect from the Buyer.
- 8.8 The Buyer's signature on any delivery note of the Supplier is evidence of the number of packages received only and shall not constitute evidence of the correct quantity of Goods received or that the Goods are in a good condition or of satisfactory quality or in compliance with the requirements as set out in the relevant Purchase Order.

9. Personnel

- 9.1 Nothing in the Agreement shall be construed as establishing or implying any partnership, agency or joint venture between the Buyer and the Supplier for any purpose. Accordingly, it is expressly understood that neither the Supplier nor the Supplier Personnel have the authority to act, whether expressly or impliedly, as agent for the Buyer or to contract on the Buyer's behalf.
- 9.2 The Supplier Personnel shall at no time be deemed to be employed or otherwise engaged by the Buyer.
- 9.3 The Supplier alone shall be responsible for paying the Supplier Personnel and for making any deductions required by law in respect of income tax and National Insurance contributions or similar contributions relating to the provision of the Goods and/or Services under the Agreement.
- 9.4 The Supplier shall, and shall procure that the Supplier Personnel shall, comply with all applicable statutes, rules and regulations in providing the Goods and/or Services, including all immigration and employment requirements imposed by any applicable jurisdiction.

10. Termination

- 10.1 The Buyer may terminate the Agreement for any reason by providing 90 days' prior written notice to the Supplier.
- 10.2 The Buyer may terminate the Agreement with immediate effect by providing written notice to the Supplier if:
- 10.2.1 the Supplier or the Supplier Personnel commit any material breach of the Agreement, or repeatedly and/or persistently commit minor breaches of the Agreement;
 - 10.2.2 the Buyer becomes entitled to terminate the Agreement under Clause 4.2 above;
 - 10.2.3 the Supplier passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect, or any step (including a petition) is taken against the Supplier by any person with a view to the winding-up or dissolution of the Supplier;
 - 10.2.4 the Supplier ceases to carry on its business or substantially the whole of its business, or the Supplier dispose of all or a substantial part of its assets; or
 - 10.2.5 at any time after acceptance by the Supplier of a Purchase Order, the Supplier (if the Supplier is an individual) commits an act of bankruptcy or compounds or makes any arrangement with its creditors, or the Supplier (if the Supplier is a company) is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or

composition with its creditors; or goes into liquidation, either voluntary or compulsory (except a voluntary solvent liquidation for the purposes of amalgamation or reconstruction) or has an administrator, receiver, administrative receiver, manager, trustee or similar officer appointed over any of its assets, or applies for or is the subject of an administration order, or the Supplier suffer any event analogous to any of the foregoing.

- 10.3 If the Agreement is terminated in accordance with Clause 10.2, then:
- 10.3.1 any sums payable in respect of any outstanding Purchase Order (or part thereof) shall cease to be payable and any outstanding Purchase Order (or part thereof) shall henceforth be cancelled;
 - 10.3.2 any sums previously paid in respect of as yet unfulfilled Purchase Order by Us to You shall be repaid; and
 - 10.3.3 We shall not be liable for any loss or damage, including without limitation consequential or indirect loss or damage however arising, suffered by You or any third party as a result of such cancellation.
- 10.4 The Buyer may terminate the whole or any part of the Agreement with immediate effective, without notice, in accordance with Clause 5.1 above.

11. Indemnity

- 11.1 You shall indemnify Us (and Our directors, employees, and agents) and keep Us (and Our directors, employees, and agents) fully indemnified against any Losses resulting from:
- 11.1.1 any Claim made by a third party and arising out of or in connection with any breach of the terms of the Agreement by You, including, for the avoidance of doubt, a breach by You of Clauses 4.8, 4.9, 9.4 or 12.2;
 - 11.1.2 any Claims made by a third party for any Losses which was caused by, or relates to, directly or indirectly, the Goods and/or Services;
 - 11.1.3 any recall of any of Our products incorporating the Goods and/or the Services, to the extent that such recall is attributable, directly or indirectly, to the Goods or Services concerned;
 - 11.1.4 any Claim made by the relevant authorities against Us in respect of tax demands or National Insurance or similar contributions relating to the provision of the Goods and/or Services by You; and
 - 11.1.5 any Claim made by any one of Supplier Personnel (or any person who was formerly Supplier Personnel) on the basis that he or she:
 - (a) is, or was at any time Our employee; and/or
 - (b) is or was engaged by Us.
- 11.2 For the avoidance of doubt, Your obligation to indemnify Us shall cover all expenses incurred out of necessity by Us as a result of or in connection with claims made by third parties (including legal and other professional fees and expenses We incur).

12. Intellectual Property Rights

- 12.1 All right, title, and interest in or to the Work Product (including, for the avoidance of doubt, any and all right, title and interest in or to all IPR in the Work Product, as well as the right to bring proceedings and claim damages in respect of past infringements of IPR in the Work Product), regardless of the date of creation of the Work Product, are hereby irrevocably assigned (by way of present assignment of present and future rights, and to the maximum extent permitted by the applicable law), with full title guarantee and free from any encumbrance, to Us by You. Neither You, nor any third party shall have any right, title or interest in or to the Work Product (including, for the avoidance of doubt, any right, title, or interest in or to any IPR in the Work Product), unless otherwise expressly agreed. You shall (and shall procure that all of Supplier Personnel shall) execute such documents and do such acts as may be reasonably required in order to give full effect to this Clause 12.1. You hereby waive (and shall procure that all of Supplier Personnel shall waive) to the fullest extent permitted by law, all moral rights which You or any Supplier Personnel may have in the Work Product (including any moral rights which may subsist in the Work Product by virtue of Chapter 4 of Part 1 of the Copyright, Designs and Patents Act 1988 (as amended from time to time)).
- 12.2 The Supplier warrants and represents that:
- 12.2.1 it has all right, title and interest (including, for the avoidance of doubt, any applicable IPR) in or to the Work Product;
 - 12.2.2 it has the right to assign or otherwise transfer all right, title and interest in or to the Work Product (together with any applicable IPR therein) to the Buyer; and

- 12.2.3 the provision of Goods and/or Services by the Supplier and the use thereof by the Buyer will not in any way infringe or violate any Intellectual Property Rights, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties.

13. Business Secrets and Confidentiality

- 13.1 Any of Confidential Information which the Buyer makes available to the Supplier is made available solely for the purpose of enabling the Supplier to provide the Goods and/or provide the Services to the Buyer, and shall remain at all times the property of the Buyer. The Supplier must (and must procure that Supplier Personnel shall) keep confidential and not disclose to any person any Confidential Information the Buyer discloses to the Supplier, unless the Buyer has given its explicit, prior written consent or the Supplier is required to make a disclosure by law or by an order of a court of competent jurisdiction. The Supplier shall use all reasonable precautions, care and diligence in keeping any Confidential Information disclosed to it by the Buyer secure and safe. The Supplier shall return all Confidential Information it received from the Buyer to the Buyer without being asked upon fulfilment of the Agreement.
- 13.2 The Supplier undertakes to treat the Purchase Order and all related commercial and technical details as Confidential Information. The obligation of confidentiality under this Clause 13 shall continue to apply after the Agreement has been completed; it shall expire when and to the extent that the disclosed details have lawfully become public knowledge.

14. Force Majeure

- 14.1 The Buyer shall not be liable for any delay or failure to perform any of its obligations under the Agreement if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, riots, accidents, war, fire, flood, malicious damage, storm, failure of production equipment, industrial disputes or any statute, rule, byelaw, order, regulation or requisition made or issued by any government department, local or other duly constituted authority, and the Buyer shall be entitled to a reasonable extension of its obligations.

15. Health and Safety

- 15.1 You agree that You, and Supplier Personnel will comply at all times with the Health and Safety at Work Act 1974 (as amended from time to time). In addition, You agree to comply with Our Code of Practice for Contractors and all current site regulations at the place where the Goods are manufactured and/or stored by You and/or where the Services are carried out and to ensure that Supplier Personnel do likewise.

16. Assignment

- 16.1 The Supplier shall not be entitled to assign its rights or delegate its obligations under the Agreement without the Our prior written consent of the Buyer.
- 16.2 The Buyer may assign its rights under the Agreement without the prior written consent of the Supplier.

17. Supplier Guiding Principles

- 17.1 The Supplier undertakes to comply with the attached Guiding Principles and is responsible that all of his employees and representatives are in compliance

18. Severability

- 18.1 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be interpreted to give as much effect to the underlying intention of the parties, and where this is not possible, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19. Waiver

- 19.1 No failure or delay by the Buyer to enforce any of these Terms and Conditions shall constitute a waiver of its rights hereunder.

20. Notices

- 20.1 Any notice to be given by either party to the other may be served by email, fax, personal service (including courier service) or by first class post to the address of the other party given in the Purchase Order or such other address as such party may from time to time have communicated to the other in writing. If a notice is given by:

- 20.1.1 email, it shall, unless the contrary is proved, be deemed to be served on the day it was sent;
- 20.1.2 by fax, it shall be deemed to be served on receipt of an error free transmission report;
- 20.1.3 by letter, it shall be deemed to have been served at the time at which the letter was delivered personally, unless the letter was sent by post, in which case it shall be deemed to have been delivered on the second working day following the date on which it was posted.

21. No Third Parties

- 21.1 Nothing in the Agreement is intended to, nor shall it confer any rights on a third party.

22. Entire Agreement and Counterpart

- 22.1 These Terms and Conditions, together with the Purchase Order, contains the entire agreement between the parties relating to the subject matter of the Purchase Order and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.
- 22.2 The Agreement may be executed in several counterparts or duplicates, each of which shall be deemed to be an original document but all of which taken together shall constitute one single agreement between You and Us.

23. Governing Law and Jurisdiction

- 23.1 The Agreement shall be governed by and construed in accordance with the laws of England without giving effect to its conflict of law principles. Both You and We agree to irrevocably submit to the exclusive jurisdiction of the English courts as regards any Claim or dispute arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or Claims)..
- 23.2 Notwithstanding Clause 25.1, We shall have the right to commence proceedings at any time in any other court of competent jurisdiction to:
 - 23.2.1 seek any kind of interim relief (including, specific performance and injunctive relief) in order to protect Our rights in the dispute (and in particular, Our rights under Clause 12 and/or Clause 13); and/or
 - 23.2.2 enforce any judgment entered against You by an English court.