

TERMS AND CONDITIONS FOR THE SUPPLY AND INSTALLATION OF EV CHARGE POINTS



Last Updated July 2024

IMPORTANT: These terms and conditions and Our Privacy Notice found at www.watsonfuels.co.uk/terms which is incorporated by reference to this Agreement apply each time You purchase Products or Services from Us.

1. INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings:

Commencement Date means the date of commencement of the Works.

Conditions means these Terms and Conditions for the Supply and Installation of EV Charge points.

Contract means any contract between the Supplier and the Customer for the Works (including, but not limited to, any Order and/or quotation) and incorporating these Conditions.

Contract Period means the period starting from the Commencement Date until receipt of final payment or completion of the Works (whichever is later), as agreed between the Parties, or upon date of termination.

Customer means the person(s), firm or company who obtains the Works from the Supplier.

Insolvent means where the Customer:

- (a) stops carrying on business or becomes unable to pay its debts within the meaning of any applicable Laws;
- (b) makes or proposes any arrangement with or for the benefit of their creditors (including any voluntary arrangement);
- (c) has a supervisor, receiver, administrator, administrative receiver or any other person or organisation appointed over all or any part of its assets;
- (d) has a person or organisation take possession of, or take over the legal rights to, all or any part of its assets;
- (e) has a bankruptcy order made against it or action is taken to start an administration order or to wind up or break up the company (other than for the purpose of reorganisation);
- (f) suspends, ceases or threatens to suspend or cease to carry on all or a substantial part of its business; or
- (g) has anything analogous to the above happen to it.

Order means any order made by the Customer, via an Order Form or otherwise, for Works from the Supplier.

Order Form means the written order comprising of a commercial schedule and quotation as agreed between the parties.

Party or Parties means the Customer and the Supplier.

Pre-installation Survey means an in-person inspection of the Site performed prior to the installation of EV charge points in accordance with the Contract.

Price means the price payable by the Customer to the Supplier under the Contract and in accordance with Conditions 5 and 6;

Product means the EV charge point(s) that the Supplier is providing to the Customer as set out in the Contract.

Site means the Customer's site(s) within the United Kingdom to which the Works are to be provided as notified by the Customer to the Supplier in the Order and/or otherwise.

Services means the installation of EV charge points, the Pre-installation Survey, and any other ancillary or associated services as set out in the Order and/or agreed between the Parties.

Supplier means WFL (UK) Limited (Company Number: 594001) whose registered office is situated at 1 Blossom Yard, Fourth Floor, London E1 6RS.

Works means the supply of Product and/or Services by the Supplier as set out in the Contract.

1.2 Any references to writing or written throughout the Contract shall include email.

2. FORMATION OF CONTRACT

2.1 Each Order placed by the Customer shall be deemed to be an offer by the Customer to purchase the Works (in whole or in part) in accordance with these Conditions.

2.1.1 The Customer shall ensure that the Order is complete and accurate before submission. The Customer acknowledges that the Works and Price is based on the information provided by the Customer and any changes hereto shall immediately be brought to the attention of the Supplier by the Customer.

2.1.2 The Customer hereby acknowledges that any changes to the information contained in the Order may impact the Price and ability of the Supplier to complete the Works.

2.2 No Order placed by the Customer shall be deemed to be accepted by the Supplier until a written acknowledgement of Order is issued by the Supplier.

2.3 Any quotation, whether verbal or written, provided to the Customer by the Supplier is not an offer capable of acceptance and no contract will come into existence until an Order is placed in accordance with Condition 2.2. Supplier may withdraw or change a quotation at any time.

2.4 These Conditions are the only basis on which the Supplier shall perform the Works, and each Order shall be governed by these Conditions to the entire exclusion of all other terms and conditions which the Customer may purport to apply to the Contract.

2.6 Where the Customer requests a variation of the Order, the Supplier shall reasonably endeavour to conform to such a request, provided always that the Supplier shall be under no obligation to do so and shall have no liability for its failure thereto. The Customer acknowledges that where an Order has been amended, the Customer may be liable for additional charges in accordance with these Conditions.

2.7 If there is any conflict or ambiguity between these Conditions and any term of the Order, the Order will take priority.

3. DESCRIPTION

3.1 The description of the Works shall be as set out in the Contract.

3.2 Orders shall normally be placed by the Customer on the basis of a quotation provided by the Supplier. Where an Order is placed by the Customer where no quotation has been provided (for example, where the Supplier cannot identify the extent of the Works required in advance of carrying them out), the Supplier shall provide such Works as it considers, in its sole opinion, necessary to meet the stated aims of the Customer and the Customer shall be liable for the Price set by the Supplier.

3.5 The Supplier shall prepare the quotation based on:

(i) (if in reference to the Pre-installation Survey) information provided by Customer; and/or

(ii) (if in reference any other portion of the Works) information provided by the Customer, the site as seen during the Pre-installation Survey and/or any information provided to the Supplier.

3.6 The quotation shall be subject to change by the Supplier once site conditions are confirmed, including (without limitation) where it becomes apparent that the Works required to meet the stated aims of the Customer are different to those originally envisaged or where the site information provided by the Customer was incomplete or inaccurate.

3.7 All technical data, descriptions and illustrations of the Works in any offers, leaflets, and advertising material produced by the Supplier are illustrative only and are subject to change without notice. They will not form part of the Contract.

4. SUPPLY OF WORKS

- 4.1 The Works shall take place at the Site. Any dates specified by the Supplier for the supply of the Works are intended to be an estimate only and time shall not be of the essence for the purposes of the Contract. If no date is specified, the Works will take place within a reasonable time.
- 4.2 The parties acknowledge and confirm that during the Contract Period, unforeseen additional services (including, but not limited to, those specified in Condition 5.2) may be practicable for the safe, compliant, and proper performance of the Works which may increase the Price. These additional services shall be included within the definition of Services and shall fall within the scope of this Contract.
- 4.2.1 Only in the event that the additional services, as set out in Condition 4.2, alter the Works and/or Price substantially and/or materially, the parties agree to conduct good faith discussions to find a mutually agreeable solution.
- 4.3 Notwithstanding the provisions of Condition 9, the Supplier will not be liable for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Customer caused directly or indirectly by any delay in the supply of the Works (even if caused by the Supplier's negligence), nor will any delay caused by the Supplier entitle the Customer to terminate the Contract.
- 4.4 The Customer shall, following completion of the supply and installation of the Product(s) sign a confirmation slip confirming that the Product(s) has been satisfactorily delivered and/or the Services satisfactorily performed. Such signed confirmation shall be conclusive evidence of the satisfactory performance by the Supplier of its obligations under the Contract.
- 4.5 Risk in and responsibility for the Product shall pass to the Customer once the Product is delivered on Site. Title to the Product shall not pass to the Customer until the Supplier has received, in cash or cleared funds, payment in full of all sums due for the Product under the Contract, or which are or which become due, to the Supplier from the Customer in respect of any other contract made under these Conditions. Until such time as title passes to the Customer, the Customer shall hold the Product on behalf of Supplier and shall keep the Product properly stored, protected and insured.
- 4.6 Until title to the Product has passed to the Customer (as set out in Condition 4.5), the Supplier (and any persons appointed by it for this purpose) shall be entitled to (but shall not be obliged), in the event of non-payment by or Insolvency of the Customer, enter any premises of the Customer or third party where the Product(s) is stored to re-possess the Product. The Customer shall co-operate with and provide any and all access to the Supplier for the purposes of re-possessing the Product(s).

5. PRICE

- 5.1 Unless otherwise agreed by the Supplier in writing, the Price for the Works shall be:
- 5.1.1 the Price set out in the quotation (as amended, if applicable, in accordance with Condition 5.2 or by mutual agreement); or
- 5.1.2 where no quotation exists, such reasonable charge set by and in the sole discretion of the Supplier.
- 5.2 In accordance with Condition 4.2, the Supplier reserves the right to, at any time before or after the Commencement Date, increase the Price for the Works where the increase is associated with:
- 5.2.1 any alteration to or the enactment of any legislation, regulation and/or any other policy relating to the Works;
- 5.2.2 an increase in the cost of labour and/or Product;
- 5.2.3 any change in the Services, and/or Product(s), and/or dates of the Works; and/or
- 5.2.4 any delay or change (including, but not limited to, associated with any instruction(s) of the Customer or failure of the Customer to give the Supplier adequate information or instructions) in the Works.
- 5.3 The Price for the Works shall be exclusive of any value added tax and any other applicable duties, levies and/or taxes, which amount the Customer will pay in addition when it is due to pay for the Works.

6. PAYMENT TERMS

- 6.1 The Supplier may invoice the Customer and the Customer shall pay the Price. The Customer shall make all payments due under the Contract without any deduction whatsoever whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 6.2 The Customer shall pay the Supplier in full and cleared funds within thirty (30) days of the date of invoice or on the date agreed between the Parties in accordance with the Payment Terms as set out in the Order. Time for payment shall be of the essence.
- 6.3 Any delay in performing a portion of the Works, shall not entitle the Customer to cancel the Contract or reject any other portion of the Works, or to withhold payment in respect of any portion performed.
- 6.4 Where the Customer fails to make payment due to the Supplier under this or any other agreement by the due date and/or the Customer exceeds its authorised credit limit with the Supplier, the Supplier shall be entitled (but shall not be obliged) to any or a combination of the following:
 - 6.4.1 claim interest and costs in accordance with any applicable laws;
 - 6.4.2 suspend all or any part of the Works;
 - 6.4.3 cancel all or any part of the Works, subject to Condition 10.3;
 - 6.4.4 refuse to accept any further Orders for Product or Services;
 - 6.4.5 suspend any discounts made available to the Customer;
 - 6.4.6 exercise its rights to recover the Product pursuant to Condition 4.6.
- 6.5 Where the Supplier elects to pursue any of its rights under Condition 6.4, the Supplier shall not be in breach of these Conditions, nor shall the Supplier have any liability to the Customer or have any of its other rights prejudiced in any way. The Customer shall pay any outstanding amounts due (whether invoiced or not) for such Works completed at the pro rata Contract rate plus any interest due.

7. CUSTOMER OBLIGATIONS & WARRANTIES

- 7.1 The Customer shall:
 - 7.1.1 provide adequate, appropriate and safe access to and at the Site for the Supplier's vehicles and equipment and/or to facilitate the Works;
 - 7.1.2 co-operate with all instructions of the Supplier and shall provide such assistance to the Supplier as the Supplier may require (including, but not limited to, turning off electricity at the Site or closing off outside areas such as car parks or driveways);
 - 7.1.3 provide such Site information and plans as the Supplier may require; and
 - 7.1.4 ensure that the Customer has been granted all consents, exemptions, authorisations, licences and/or registrations (including but not limited to those from landlords or land owners, electricity network operators, councils and/or any public or private authority) to allow the Supplier to supply the Works at the Site, and shall provide proof of thereof to the Supplier prior to the Commencement Date.
- 7.2 The Customer confirms and acknowledges that in order to perform the Works, the Supplier may need to disrupt and/or interrupt the Customer's Site operations. In accordance with Condition 9, the Supplier shall in no way be liable for any loss (including loss of profit), cost, damage, charge or expense associated with these disruptions and/or interruptions, including where they last longer than anticipated or advised.
- 7.3 The Customer warrants and represents that:
 - 7.3.1 any information provided to the Supplier in respect of the Works is complete, accurate and sufficiently detailed to enable the Supplier to comply with any applicable statutory requirements or regulations, and its obligations under the Contract;
 - 7.3.2 any other information or instructions it has provided to the Supplier (whether in the Order or otherwise) for the purposes of the Supplier quoting for or performing its obligations under the Contract is sufficient, complete and accurate in all respects; and

- 7.3.3 it has appropriate procedures in place in accordance with any applicable health and safety legislation and enforces compliance with such procedures by its employees and other staff.
- 7.4 For the avoidance of doubt, where the Customer fails to comply with its obligations under this Condition 7 the Supplier shall be entitled to delay performance of its obligations without liability until the Customer, in the sole discretion of the Supplier, so complies.
- 7.5 The Customer shall indemnify and keep indemnified the Supplier against any and all losses, actions, claims, demands, costs and expenses (including legal expenses and disbursements) incurred by or made against the Supplier which arises out of or in connection with the Customer's breach of Condition 7.

8. SUPPLIER OBLIGATIONS

- 8.1 The Supplier warrants that (subject to the terms of these Conditions and the Customer's compliance herewith):
- (i) it will comply with necessary statutory and regulatory requirements which apply to suppliers of the Works;
 - (ii) it and/or its subcontractor(s) holds all consents, exemptions, authorisations, licences and/or registrations required for it to perform its obligations under the Contract;
 - (iii) the Services will be carried out with reasonable skill and care;
 - (iv) the Product shall conform in all material respects to any specification provided by the Supplier in writing.
- 8.2 The Supplier shall not be liable for a breach of the warranties in Conditions 8.1(iii) and 8.1(iv) unless:
- 8.2.1 the Customer gives written notice of the defect to the Supplier within fourteen (14) days from the Customer discovering or ought to have discovered the defect in the Works; and
- 8.2.2 the Supplier is given a reasonable opportunity (but no less than 28 days) after receiving notice to examine such Product or Service to correct the defect.
- 8.3 Subject to Condition 8.2, the Supplier shall at its sole option either replace or correct such Product or Service free of charge or terminate the Contract (subject to Condition 10.3) and refund the Price of such Product or Service at the pro rata Contract rate. This shall be the sole and exclusive remedy for the Customer in relation to the defective Works.

9. LIMITATION OF LIABILITY

- 9.1 The following provision sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any claim arising out of or in connection with this Contract.
- 9.2 All warranties, conditions and other terms implied by statute or common law or through trade custom or course of dealing are, to the fullest extent permitted by law, excluded from the Contract.
- 9.3 Nothing in these Conditions excludes or limits the liability of either party for:
- (i) death or personal injury caused by the other party's negligence;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) where liability cannot be excluded or limited as a matter of law.
- 9.4 SUBJECT TO CONDITION 9.3, THE SUPPLIER'S LIABILITY FOR ANY CLAIMS (INCLUDING ALL LEGAL AND OTHER PROFESSIONAL FEES, COSTS AND EXPENSES INCURRED BY THE CUSTOMER IN ESTABLISHING AND PRESENTING ANY CLAIM), WHETHER ARISING FROM QUALITY, QUANTITY, ACCIDENT, DELAY, DAMAGE TO PROPERTY OR ANY OTHER CAUSE EITHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL NOT EXCEED A SUM EQUAL TO THE CONTRACT PRICE FOR THE ORDER ON WHICH LIABILITY IS ASSERTED OR £10,000 (WHICHEVER IS THE GREATER AMOUNT).
- 9.5 NEITHER THE SUPPLIER NOR ITS PHYSICAL SUPPLIER SHALL HAVE ANY LIABILITY TO THE CUSTOMER UNDER OR IN CONNECTION WITH ANY CONTRACT FOR (1) ANY DELAY OR (2) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (3)

LOSSES CAUSED BY BUSINESS INTERRUPTION OR (4) LOSS OF GOODWILL OR REPUTATION OR (5) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORSEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF THE SUPPLIER'S RIGHT TO SUSPEND AND/OR TERMINATE THE WORKS (WHETHER IN PART OR IN FULL) OR (6) ANY LOSS SUFFERED BY THE CUSTOMER OR ANY THIRD PARTY FOR ANY CUSTOMER'S OR THIRD PARTY'S (WHETHER OR NOT AUTHORISED BY THE CUSTOMER) MISUSE OF THE PRODUCT.

- 9.6 Notwithstanding any provision to the contrary, the Customer shall indemnify the Supplier against all costs and expenses and/or losses sustained or incurred by the Seller (including any direct, indirect or consequential losses, loss of profit or reputation, damage to property, loss of opportunity, taxes, professional and legal costs) which arise in connection with and/or associated with the Customer's (including the Customer's employees, subcontractors or agents) breach of the Contract or negligence.
- 9.7 The Customer acknowledges that the Price of the Product and Services is determined on the basis of the exclusions and limitations of liability contained in these Conditions. The Customer expressly agrees that these exclusions and liabilities are reasonable because (amongst other matters) the likelihood that the amount of damages awardable to the Customer for a breach by the Supplier of these Conditions may otherwise be disproportionately greater than the Price for the Services.

10. TERM AND TERMINATION

- 10.1 The Contract shall come into effect on the Commencement Date and shall continue in force for the Contract Period.
- 10.2 The Contract (and any part thereof) may be terminated at any time by the Supplier, with immediate effect:
- (i) where the Customer fails to make any payment due to the Supplier in accordance with Conditions 5 and 6;
 - (ii) where the Customer fails to comply with any of its obligations and/or warranties as set out in Condition 7;
 - (iii) where the Customer is in breach of this Contract, and, if the breach is capable of remedy, it has failed to remedy such breach within fourteen (14) days of receipt of notice to do so;
 - (iv) where the Customer becomes Insolvent; and/or
 - (v) for convenience, upon 30 days' written notice to the Customer.
- 10.3 On termination of the Contract (or part thereof) for any reason:
- 10.3.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices, any applicable cancellation fee(s), any and all costs incurred by the Supplier (including, but not limited to, any cancellation fee or charge payable by the Supplier to a third party), and, in respect of Works supplied for which no invoice has been provided, compensation for works completed at the pro rata Contract rate; and
- 10.3.2 the accrued rights of the parties at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination (including but not limited to, Supplier's right to charge interest), shall not be affected.

11. FORCE MAJEURE

- 11.1 The Supplier reserves the right to delay the Works (or any part thereof) under the Contract and/or to cancel the Contract, in part or in its entirety, and shall not be liable for any failure to meet its obligations under the Contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation; acts of God, governmental actions, war or national emergency, acts of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, any hack, electronic intrusion or other unauthorized access or manipulation of any computer, electronic data or electronic system, fire, explosion, flood, storm, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), failure of a utility service or transport network, or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials, provided that, if the suspension of or delay to the Supplier's performance continues for a continuous period in excess of thirty (30) days, either Party shall be entitled to give notice in writing to the other party to terminate the Contract.

11.2 Should the Contract be terminated in accordance with Condition 11.1, Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and, in respect of Works supplied for which no invoice has been submitted, compensation for works completed at the pro rata Contract rate.

12. APPLICABLE LAWS, ANTI-BRIBERY AND CORRUPTION, SANCTIONS AND HUMAN RIGHTS

- 12.1 Each party represents, warrants and covenants that in connection with this Contract and the business resulting therefrom:
- a) It shall comply with all applicable laws, statutes, and regulations from time to time in force.
 - b) It has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Bribery and Corruption Laws, and Trade Laws.
 - c) It is aware of and shall comply with Anti-Bribery and Corruption Laws. Regardless of whether they may be directly applicable to a party, as a minimum, "Anti-Bribery and Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010 (each as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities or other benefits to, any government official or any other person.
 - d) It is aware of and shall comply with Trade Laws. Regardless of whether they may be directly applicable to a party, as a minimum, "Trade Laws" includes all sanctions, embargoes, or other trade restrictions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC", including the OFAC Specially Designated Nationals List ("SDN List")), the U.S. Department of State, the United Nations Security Council, the European Union, HM Treasury, or any other applicable authority or regulatory body.
 - e) It has maintained and will maintain adequate written policies, procedures and internal controls to comply with Anti-Bribery and Corruption Laws, and Trade Laws.
 - f) In the event a party becomes aware it has breached an obligation in this Condition 12, it will promptly notify the other party, subject to the preservation of legal privilege (if applicable).
- 12.2 Nothing in this Contract shall require WFL to perform any part of this Contract or take any actions if, by doing so, WFL would not comply with Anti-Bribery and Corruption Laws, and Trade Laws.
- 12.3 Each party represents that it will conduct its activities under the Contract in a manner that complies with the UK Modern Slavery Act 2015 and the United Nations Universal Declaration of Human Rights.
- 12.4 Notwithstanding any other clause of any agreement, either party may terminate this Contract immediately upon written notice to the other party at any time, if, in its reasonable judgment, the other party is in breach of Condition 12.1 c) or d).

13. DATA PROTECTION

- 13.1 Each party acknowledges and agrees that (i) in order for Supplier to provide the services under the Contract, each party shall, from time to time, collect, process, and use personal data, such as business contact details of the other party's employees or representatives ("Personal Data"). (ii) Each Party is considered to be an independent controller in respect of Personal Data disclosed to the other party and processed in connection with the performance of the Contract.
- 13.2 Each party shall comply with the obligations that apply to it under Applicable Data Protection Law. "Applicable Data Protection Law" shall mean all laws relating to data protection, the processing of personal data, privacy

and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.

- 13.3 Each party shall process the Personal Data as a processor as documented in and necessary to perform its obligations hereunder, for the avoidance of doubt, Supplier will collect and retain all such data in accordance with Supplier's Website Privacy Statement, available here www.watsonfuels.co.uk/terms
- 13.4 Each party shall ensure that any person that it authorizes to process the Personal Data (including receiving party's staff, agents and subcontractors) (an "Authorized Person") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Personal Data who is not under such a duty of confidentiality.
- 13.5 Each party shall implement appropriate technical and organizational measures to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Personal Data (a "Security Incident").
- 13.6 Upon becoming aware of a reasonably suspected Security Incident, the receiving party shall notify the other party without undue delay and shall provide all such timely information and cooperation as the disclosing party may require in order to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law.
- 13.7 Each party hereby consents to the other party engaging third party subcontractors ("Sub-processors") to process the Data provided that receiving party imposes data protection terms on any Sub-processor it appoints that protect the Data to the same standard provided for by this Condition 13.
- 13.8 Notwithstanding anything herein to the contrary, each party shall be permitted to disclose Personal Data, as may be required by law, regulation, judicial or administrative process or in connection with litigation pertaining thereto, provided that the receiving party first gives the disclosing party prompt notice and a reasonable opportunity to seek an injunction to prevent the disclosure of Personal Data if the disclosing party believes such disclosure is not legally required.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 All Intellectual Property Rights produced from or arising as a result of the performance of the Contract shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all such acts, execute all such documents and enter into all such agreements with third parties as are reasonably necessary to ensure that such rights vest in the Supplier.

15. ASSIGNMENT AND SUBCONTRACTING

- 15.1 The Customer shall not be entitled to assign, sub-contract or otherwise dispose of the Contract or any part of it without the prior written consent of the Supplier.
- 15.2 The Supplier may assign or sub-contract all or any part of its obligations under the Contract to any person, firm or company. Where the whole or any part of the Contract is sub-contracted by the Supplier, such sub-contractor shall have the benefit of these Conditions and shall be under no greater liability to the Customer than or in addition to that of the Supplier under the Contract and the Customer agrees with the Supplier that no claim shall be made against a sub-contractor in addition to or in excess of the limitation and/or exclusions of liability as set out in these Conditions.

16. GENERAL

- 16.1 **Notices.** Claims, notices and other communications hereunder shall be made in writing and shall be mailed via certified or registered mail or by overnight courier to the attention of the Legal Department of Supplier at the Supplier's registered office address and, unless otherwise agreed in writing by Supplier, a copy of such notice shall also be mailed, faxed and/or emailed to Supplier at the address designated by Supplier for invoicing.
- 16.2 **Confidentiality.** Unless consented to in writing by Supplier, Customer undertakes to keep confidential the terms of the Contract and any transaction specific information, including but not limited to pricing information, except

as required by applicable law, whereupon Customer shall, where permitted to do so, immediately advise Supplier of such disclosure.

- 16.3 **Severability.** If any provision or part-provision of these Conditions or any Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of these Conditions or the Contract, as applicable.
- 16.4 **Waiver.** No amendment or waiver, whether partial or whole, of the Contract or any provision hereof shall be effective unless agreed in writing by Supplier. Any written waiver, whether partial or whole, by Supplier on one occasion shall not constitute an effective waiver of any right or remedy available at law, in equity, or otherwise, including any right or remedy contained in the Contract on a subsequent occasion, regardless of presentment of the same issue or matter, unless expressly provided for in the prior written waiver.
- 16.5 **Third party rights.** A person who is not a party to the Contract between the Supplier and the Customer shall not have any rights to enforce its terms.
- 16.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing (which for the purposes of this Condition shall not include email) and signed by both parties.
- 16.7 **Entire Agreement.** The Contract shall constitute the entire agreement between Customer and Supplier with respect to the subject matter of such Contract and shall supersede any prior agreements or understandings, whether oral or written, between Customer and Supplier with respect to such subject matter. Customer and Supplier acknowledge that they are not relying upon any representations or statements except as specifically set forth herein.
- 16.8 **Governing law.** The Contract, including these Conditions, any Order and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Product shall not apply and shall be expressly excluded from the Agreement.