

## GOONVEAN FIBRES TERMS AND CONDITIONS OF SUPPLY

### 1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

<b>Business Day</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Business Hours</b>	the period from 8.30 am to 4.30 pm on any Business Day.
<b>Commencement Date</b>	has the meaning given in clause 2.2.
<b>Conditions</b>	these terms and conditions as amended from time to time in accordance with clause 15.4.
<b>Contract</b>	the contract between the Supplier and Customer for the supply of Goods, Rental Goods and/or Services in accordance with these Conditions.
<b>control</b>	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression <b>change of control</b> shall be interpreted accordingly.
<b>Customer</b>	the person or firm who purchases the Goods, Rental Goods and/or Services from the Supplier.
<b>Deliverables</b>	the deliverables set out in the Order Acknowledgement produced by the Supplier for the Customer.
<b>Delivery Location</b>	location set out in the Order Acknowledgement or such other location as the parties may agree in writing from time to time.
<b>Force Majeure Event</b>	any circumstance not within the Supplier's reasonable control including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination, or sonic boom; (e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) non-performance by suppliers or subcontractors; and (i) interruption or failure of utility service.
<b>Goods</b>	the cut fibres, powders and other goods, materials or services (or any part of them) set out in the Order Acknowledgement.
<b>Goods Specification</b>	any written specification for the Goods, including any relevant plans or drawings, as set out in the Order Acknowledgement or otherwise provided in writing by the Supplier to the Customer.
<b>Intellectual Property Rights</b>	patents, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order** the Customer's order for the supply of Goods, Rental Goods or Services or Goods, Rental Goods and Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf (as the case may be).

**Order Acknowledgement** has the meaning given in clause 2.2.

**Rental Goods** the rental goods (or any part of them) set out in the Order Acknowledgement.

**Rental Period** the rental period set out in the Order Acknowledgement.

**Risk Period** has the meaning given in clause 7.3.

**Services** the manufacturing, delivery, installation, repair, support, maintenance and other services (including the Goods and Deliverables) supplied by the Supplier to the Customer as set out in the Order or the Services Specification.

**Services Specification** the written description or specification for the Services as set out in the Order Acknowledgement or otherwise provided in writing by the Supplier to the Customer.

**Supplier** **GOONVEAN FIBRES LIMITED** registered in England and Wales with company number **04735337** of Boscawen House, St Stephen, St Austell, Cornwall, United Kingdom, PL26 7QF.

**Supplier Materials** has the meaning given in clause 8.1.7.

**Warranty Period** has the meaning given in clause 4.1.

#### 1.2 Interpretation:

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

1.2.2 A reference to a party includes its permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to writing or written includes email but not fax.

1.2.6 References to **liability** in these Conditions include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

### 2 Basis of contract

2.1 The Order constitutes an offer by the Customer to procure the Goods, Rental Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acknowledgement and acceptance of the Order (**Order Acknowledgement**), at which point and on which date, the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods and/or Rental Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures, or on the Supplier's website or social media accounts, are issued, provided or published for the sole purpose of giving an approximate idea of the Goods, Rental Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

2.6 All of these Conditions shall apply to the supply of the Goods, Rental Goods and Services except where application to one or another is specified.

### 3 Goods and delivery of Goods

3.1 The Goods are described in the Goods Specification.

- 3.2 The Supplier reserves the right to amend, from time to time, the Goods Specification (acting reasonably) or if required by any applicable law or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 3.3 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 3.4 The Supplier shall deliver the Goods to the Delivery Location, at any time, after the Supplier notifies the Customer that the Goods are ready for delivery.
- 3.5 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 3.6 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.7 If the Supplier fails to deliver the Goods, subject to clause 11.3, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall, subject to clause 11.3, have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.8 If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready for delivery, then except where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- 3.8.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready for delivery; and
- 3.8.2 the Supplier shall store the Goods until actual delivery takes place and charge the Customer (on demand) for all related costs and expenses (including insurance).
- 3.9 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs.
- 3.10 If the Supplier delivers, up to and including, 10% more or less than the quantity of Goods ordered the Customer may not reject them and the Supplier reserves the right to invoice the Customer for the Goods delivered which the Customer shall pay in accordance with clause 9.
- 3.11 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4 Quality of Goods**
- 4.1 The Supplier warrants that on delivery, and for a period of 30 days from the date of delivery at the Delivery Location (**Warranty Period**), the Goods shall:
- 4.1.1 conform in all material respects with the Goods Specification;
- 4.1.2 be free from material defects in design, material and workmanship; and
- 4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 4.2 Subject to clause 4.3, if:
- 4.2.1 the Customer gives notice in writing to the Supplier during the Warranty Period that some or all of the Goods do not comply with the warranty set out in clause 4.1;
- 4.2.2 the Supplier is given a reasonable opportunity of examining and inspect such Goods; and
- 4.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business (at the Customer's cost and expense);
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1, if:
- 4.3.1 the Goods are manufactured and/or supplied by a third party manufacturer or supplier; provided always that if any Goods are manufactured or supplied by a third party manufacturer or supplier and the Goods do not comply with the warranty set out in clause 4.1, the Supplier's total liability, subject to clause 11.3, shall be limited to using reasonable endeavours to assign to the Customer (so far as it is legally and technically able to do so) any warranty provided by such manufacturer;
- 4.3.2 the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2;
- 4.3.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 4.3.4 the Customer alters or repairs such Goods without the prior written consent of the Supplier (such consent may be given at the Supplier's absolute discretion);
- 4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 4.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.4 Except as provided in this clause 4; the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
- 4.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5 Title and risk**
- 5.1 The risk in the Goods shall pass to the Customer on the completion of unloading of the Goods at the Delivery Location.
- 5.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 5.3.1 store the Goods separately from all other materials and goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- 5.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.2.2 to clause 12.2.4 (inclusive); and
- 5.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
- (a) the Goods; and
- (b) the ongoing financial position of the Customer.
- 5.4 The Customer may not resell or use the Goods until the Supplier receives payment for the Goods (in full).
- 6 Supply of Services**
- 6.1 The Supplier shall supply the Services to the Customer in accordance with the Services Specification in all material respects.
- 6.2 Proofs of all work by the Supplier will be submitted for the Customer's approval (such approval not to be unreasonably withheld, conditioned or delayed) and, subject to clause 11.3, no liability will be accepted by the Supplier for any errors in proofs which have been approved by the Customer.
- 6.3 The Supplier shall use reasonable endeavours to meet any performance dates or milestones for the Services specified in the Order Acknowledgement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.4 The Supplier reserves the right to amend the Services Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 6.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7 Rental Goods**
- 7.1 Where Rental Goods are hired to the Customer, the Supplier shall supply them in consideration of the rental charges set out in the Order Acknowledgement which may be payable by instalments (where agreed in writing by the Supplier).

- 7.2 The Rental Goods shall at all times remain the property of the Supplier and the Customer shall have no right, title or interest in them, save as set out in the Contract.
- 7.3 The risk of loss, theft, damage or destruction of the Rental Goods shall pass to the Customer on delivery to the Delivery Location and shall remain with the Customer until such Rental Goods are returned to the Supplier. The Rental Goods shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Rental Goods is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Supplier retakes possession, custody or control of the Rental Goods.
- 7.4 The Supplier warrants that the Rental Goods shall materially conform to its specification (as made available by the Supplier and save for fair wear and tear), be of satisfactory quality and fit for any purpose held out by the Supplier, from time to time.
- 7.5 During the Rental Period and Risk Period, the Customer shall (at its own expense) obtain and maintain the following insurances:
- 7.5.1 insurance of the Rental Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;
- 7.5.2 insurance for such amounts as a prudent owner or operator of the Rental Goods would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Rental Goods; and
- 7.5.3 insurance against such other or further risks relating to the Rental Goods as may be required by law.
- 7.6 The Customer will use the Rental Goods, at the Delivery Location, for the Rental Period. The Customer shall be responsible for fitting and removing the Rental Goods, at the Delivery Location (as appropriate).
- 7.7 To enable delivery and replacement of Rental Goods, the Customer will provide all requisite facilities and access to enable delivery to be carried out safely and expeditiously, at the Delivery Location.
- 7.8 During the Rental Period, the Customer shall:
- 7.8.1 ensure that the Rental Goods are used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;
- 7.8.2 not use the Rental Goods for any illegal or unlawful purpose;
- 7.8.3 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Rental Goods are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 7.8.4 ensure that the Rental Goods are kept in an appropriate environment at the Delivery Location;
- 7.8.5 maintain (at its own expense) the Rental Goods in good and substantial repair in order to keep it in good operating condition (fair wear and tear only excepted), and shall repair any material damage to the Rental Goods;
- 7.8.6 keep the Supplier informed of any all actual or potential adverse matters relating to the Rental Goods;
- 7.8.7 not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Rental Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 7.8.8 not do or permit to be done any act or thing which will adversely jeopardise the right, title or interest of the Supplier in the Rental Goods;
- 7.8.9 not suffer or permit the Rental Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Rental Goods are so confiscated, seized or taken, the Customer shall promptly notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Rental Goods;
- 7.8.10 ensure that at all times the Rental Goods remains identifiable as the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Rental Goods;
- 7.8.11 immediately deliver up the Rental Goods at the end of the Rental Period at such address as the Supplier requires; and
- 7.8.12 promptly permit the Supplier or its duly authorised representative to inspect the Rental Goods at all reasonable times and for such purpose to enter on the Delivery Location or any premises at which the Rental Goods may be located, and shall grant all necessary access and facilities for such inspection.
- 8 Customer's obligations**
- 8.1 The Customer shall:
- 8.1.1 ensure that the terms of the Order are complete and accurate;
- 8.1.2 co-operate with the Supplier in all matters relating to the Rental Goods and Services;
- 8.1.3 provide the Supplier with such information, data, documentation and materials as the Supplier may reasonably require in order to supply the Rental Goods and Services, and ensure that such information, data, documentation and materials are complete and accurate in all material respects;
- 8.1.4 provide the Supplier and its employees and contractors, in a timely manner and at no charge, with access to the Customer's premises and other facilities as reasonably required by the Supplier for the performance of the Services (including any access specified in any Order and in connection with the Rental Goods);
- 8.1.5 inform the Supplier of all health and safety and security requirements that apply at any of the Customer's premises which the Supplier accesses;
- 8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 8.1.7 keep all Rental Goods, materials documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- 8.1.8 comply with any additional obligations as set out in the Order Acknowledgement.
- 8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation or permit installation (**Customer Default**):
- 8.2.1 (without limiting or affecting any other right or remedy available to it) the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- 8.2.3 the Customer shall reimburse the Supplier (on demand) for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 9 Charges and payment**
- 9.1 The charges for Goods, Rental Goods and/or Services shall be: the charges set out in the Order Acknowledgement or, if no charges are quoted, the charges set out in the Supplier's published price list from time to time; and
- 9.1.2 exclusive of all costs and charges of packaging, insurance, transport of the Goods, and alterations from original copy on and after first proof (including alterations in style of construction), which shall be invoiced to the Customer; provided always that, unless otherwise agreed in writing by the Supplier, the minimum total Order value will be £500.
- 9.2 The Customer acknowledges and agrees that any and all deposits paid on Goods and Rental Goods are non-refundable and may be offset by the Supplier (at the Supplier's absolute discretion) against any and all sums due by the Customer to the Supplier.
- 9.3 The Supplier reserves the right to:
- 9.3.1 increase the charges for the Services and Rental Goods on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index;

- 9.3.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes, tariffs and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date, quantities or types of Goods ordered, or the Goods Specification; or
- (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information, documentation or instructions in respect of the Goods.
- 9.4 Unless otherwise determined by the Supplier; the Supplier shall invoice the Customer on the dates set out in the Order Acknowledgement.
- 9.5 The Customer shall pay each invoice submitted by the Supplier:
- 9.5.1 within 30 days of the end of the month of date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer from time to time and detailed in the Order Acknowledgement; and
- 9.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**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 supply of the Services, Rental Goods and/or Goods (as applicable) at the same time as payment is due for the supply of the Services or Goods.
- 9.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10 Intellectual property rights**  
All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 11 Limitation of liability**
- 11.1 Subject to clause 11.3; the Customer shall be solely responsible and liable for any matter which the Supplier prints or attempts to print on or using the Goods, on the instructions or at the written request of the Customer, whether the same shall have been supplied by the Supplier or Customer, and shall indemnify the Supplier (on demand) against any claim or proceedings made or brought by a third party arising therefrom.
- 11.2 Subject to clause 11.3; the Supplier shall have no liability for any advice, opinion or information furnished by the Supplier, its servants or agents unless given in writing in response to a written request by the Customer referring to the Contract.
- 11.3 Nothing in the Contract excludes or limits any liability for:
- 11.3.1 death or personal injury caused by negligence;
- 11.3.2 fraud or fraudulent misrepresentation;
- 11.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 11.3.4 defective products under the Consumer Protection Act 1987; or
- 11.3.5 any liability that legally cannot be excluded or limited.
- 11.4 Subject to clause 11.3 and 11.5; the Supplier's total liability to the Customer shall not exceed the total sums received by the Supplier under or in connection with the Contract.
- 11.5 Subject to clause 11.3; the following types of loss are wholly excluded by the Supplier:
- 11.5.1 any loss of any tangible property of the Customer whilst on the premises or under the control of the Supplier;
- 11.5.2 loss of profits;
- 11.5.3 loss of sales or business;
- 11.5.4 loss of agreements or contracts;
- 11.5.5 loss of anticipated savings;
- 11.5.6 loss of use or corruption of software, data or information;
- 11.5.7 loss of or damage to goodwill; and
- 11.5.8 indirect or consequential loss.
- 11.6 Unless a party notifies the other party that it intends to make a claim in connection with this agreement within the notice period, the other party shall have no liability for that claim. The notice period shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of its having grounds to make a claim and shall expire 12 months from that date. The notice must be in writing and must identify the grounds for the claim in reasonable detail.
- 11.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.8 This clause 11 shall survive termination of the Contract.
- 12 Termination**
- 12.1 Without affecting any other right or remedy available to it; the Supplier may terminate the Contract, at any time, by giving the Customer not less than 14 days' written notice.
- 12.2 Without affecting any other right or remedy available to it; either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.2.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 12.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 12.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 12.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 12.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 12.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 12.3.2 there is a change of control of the Customer.
- 12.4 Without affecting any other right or remedy available to it; the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.2.2 to clause 12.2.4 (inclusive), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 13 Consequences of termination**
- 13.1 On termination of the Contract:
- 13.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods, Rental Goods and Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 13.1.2 the Customer shall return all of the Rental Goods and Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

#### **14 Force majeure**

14.1 The Supplier shall not be liable for any failure or delay in performing any of its obligations under the Contract for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event.

14.2 The Supplier shall, as soon as reasonably practicable, notify the Customer of the start of a Force Majeure Event and use reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.

14.3 If the Supplier has not resumed full performance of any obligations suspended under clause 14.2 within 30 days after giving notice of the start of the Force Majeure Event, either party may terminate the Contract by giving not less than 30 days' notice to the other party.

#### **15 General**

##### **15.1 Assignment and other dealings.**

15.1.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

15.1.2 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

##### **15.2 Confidentiality**

15.2.1 Each party undertakes that it shall not any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.2

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

- (a) to its employees or professional advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees or professional advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.2.3 Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

##### **15.3 Entire agreement.**

15.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to the Goods, Rental Goods and/or Services.

15.3.2 Each party acknowledges and agrees that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in the Contract.

15.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties.

15.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

15.6 **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 the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause 15.6, 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.

##### **15.7 Notices.**

15.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) 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

- (b) sent by email to the addresses set out in the Order Acknowledgement.

15.7.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; or
- (c) 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.

15.7.3 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.

15.8 **Third party rights.** 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.

15.9 **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.

15.10 **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.

**Dated: 15 December 2025**