

A. General Conditions

1 Application of these Conditions

- 1.1 These Conditions apply to and form part of the Contract between United and you. They supersede any previously issued terms and conditions of purchase or supply.
- 1.2 These Conditions use various capitalised or defined terms, please refer to the end of these Conditions to see the definitions.
- 1.3 No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of the contract except to the extent that United otherwise agrees in writing.
- 1.4 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing by United.
- 1.5 Each Order by you to United shall be an offer to purchase Goods and/or Services subject to these Conditions.
- 1.6 United may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods and/or Services shall arise, until the earlier of:
 - 1.6.1 United's written acceptance of the Order; or
 - 1.6.2 United delivering or performing the Goods and/or Services or notifying you that they are ready to be delivered or performed (as the case may be).
- 1.7 Particular Goods and Services are subject to Special Conditions which shall apply in addition to these General Conditions. If there is any conflict or inconsistency between the General Conditions and the Special Conditions the Special Conditions shall take precedence.

2 Price

- 2.1 The price for the Goods and/or Services shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with United's scale of charges as advised by United and received and acknowledged by you before the date the Order is made (Price).
- 2.2 The Prices are exclusive of:
 - 2.2.1 packaging, delivery and insurance which shall be charged in addition at United's standard rates
 - 2.2.2 VAT.
- 2.3 You shall pay any applicable VAT to United on receipt of a valid VAT invoice.
- 2.4 United may increase the Prices at any time by giving you not less than 15 Business Days' notice in writing provided that the increase does not exceed 10% of the Prices in effect immediately prior to the increase.
- 2.5 Notwithstanding clause 2.4, United may increase the Prices with immediate effect by written notice to you where there is an increase in the direct cost to United of supplying the relevant Goods and/or Services which exceeds 5% and which is due to any factor beyond the control of United.

3 Payment

- 3.1 United shall invoice you for the Goods and/or Services at any time after delivery or performance (as the case may be).
- 3.2 You shall pay all invoices in full without deduction or set-off, in cleared funds 30 days from date of invoice to the bank account nominated by United.
- 3.3 Where sums due under these Conditions are not paid in full by the due date:
 - 3.3.1 United may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England;
 - 3.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;
 - 3.3.3 if United issues Court proceedings against you for the recovery of monies owed by you, you agree to pay all Court costs relating to the proceedings as well as interest and United's fixed administration charge of £200 which you agree may be added to the claim.

4 Rebates

- 4.1 United may at its sole discretion offer rebates, but is under no obligation to do so.
- 4.2 Any terms of any rebates shall be negotiated separately between you and United.

5 Delivery and performance

- 5.1 The Goods shall be delivered by United to the Address on the date(s) specified in the Order, but subject to clause 5.3. The Goods shall be deemed delivered by United only on arrival at the Address. United will only provide POD if this is requested within 3 months of delivery.
- 5.2 The Services shall be performed by United at the Address on the date(s) specified in the Order, but subject to clause 5.3. The Services shall be deemed performed by United only on completion of the performance of the Services at the Address.
- 5.3 United may deliver the Goods or perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle you to cancel any other instalment.
- 5.4 Time is not of the essence in relation to the performance of the Services or delivery of the Goods. United shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.
- 5.5 United shall not be liable for any delay in or failure of performance caused by:
 - 5.5.1 Your failure to: (i) make the Address available, (ii) prepare the Address as required or (iii) provide United with adequate instructions for performance or delivery or otherwise relating to the Goods and/or Services;
 - 5.5.2 Force Majeure.

6 Risk and title

- 6.1 Risk in the Goods shall pass to you on delivery.
- 6.2 Title to the Goods shall pass to you once United has received payment in full and cleared funds for the Goods.
- 6.3 Until title to the Goods has passed to you, you shall:
 - 6.3.1 hold the Goods as bailee for United;
 - 6.3.2 store the Goods separately from all other material in your possession;
 - 6.3.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 6.3.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price;
 - 6.3.5 ensure that the Goods are clearly identifiable as belonging to United;
 - 6.3.6 not remove or alter any mark on or packaging of the Goods;
 - 6.3.7 inform United immediately if you become subject to any of the events or circumstances set out in clauses 11.1.1 to 11.1.3 or 11.2.1 to 11.2.11; and
 - 6.3.8 on reasonable notice permit United to inspect the Goods during your normal business hours and provide United with such information concerning the Goods as United may request.
- 6.4 Notwithstanding clause 6.3, you may use or resell the Goods in the ordinary course of business until such time as you become aware or ought reasonably to have become aware that an event specified in clauses 11.1.1 to 11.1.3 or 11.2.1 to 11.2.11 has occurred or is likely to occur.
- 6.5 If you resell the Goods in accordance with clause 6.4, title to the Goods shall pass to you immediately prior to the resale.
- 6.6 If, at any time before title to the Goods has passed to you, you inform United, or United reasonably believes, that you have or are likely to become subject to any of the events specified in clauses 11.1.1 to 11.1.3 or 11.2.1 to 11.2.11, United may:
 - 6.6.1 require you at your expense to re-deliver the Goods to United; and
 - 6.6.2 if you fail to do so promptly, enter any premises where the Goods are stored and repossess them.

7 Warranty

- 7.1 United warrants that, for a period of 6 months from delivery (the Warranty Period), the Goods shall:
 - 7.1.1 conform in all material respects to any sample, their description and to the Specification;
 - 7.1.2 be free from material defects in design, material and workmanship; and
 - 7.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 7.2 United warrants that, for a period of 6 months from performance (also the Warranty Period):
 - 7.2.1 the Services shall be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and
 - 7.2.2 any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.

- 7.3 You warrant that you have provided United with all relevant, full and accurate information as to your business and needs.
- 7.4 United shall, at its option, correct, repair, remedy, re-perform or refund the Goods and/or the Services that do not comply with clause 7, provided that:
- 7.4.1 you serve a written notice on United not later than five Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;
- 7.4.2 such notice specifies that some or all of the Goods and/or Services do not comply with clause 7.1 or 7.2 and identifying in sufficient detail the nature and extent of the defects; and
- 7.4.3 you give United a reasonable opportunity to examine the claim of the defective Goods and/or Services.
- 7.5 Except as set out in this clause 7:
- 7.5.1 United gives no warranty and makes no representations in relation to the Goods and/or Services; and
- 7.5.2 shall have no liability for their failure to comply with the warranty in clauses 7.1 and 7.2, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

8 Limitation of liability

- 8.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.
- 8.2 Subject to clause 8.6, United's total liability in relation to Goods shall not exceed the sum of the Price paid under this Contract.
- 8.3 Subject to clause 8.6, United's total liability in relation to Services shall not exceed 150% of the Price paid under this Contract.
- 8.4 Subject to clause 8.6, United shall not be liable for consequential, indirect or special losses.
- 8.5 Subject to clause 8.6, United shall not be liable (whether direct or indirect) for loss of profit, loss or corruption of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated) or harm to reputation or loss of goodwill.
- 8.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 8.6.1 death or personal injury caused by negligence;
- 8.6.2 fraud or fraudulent misrepresentation;
- 8.6.3 any other losses which cannot be excluded or limited by applicable law;
- 8.6.4 any losses caused by wilful misconduct.

9 Processing of personal data

- 9.1 The parties agree that the Customer is a Controller and that United is a Processor (as defined in the Data Protection Laws) for the purposes of processing Protected Data pursuant to the contract.
- 9.2 Each party shall comply with its respective obligations and may exercise its respective rights in accordance with Data Protection Laws.
- 9.3 The Customer authorises the appointment of the Sub-Processors listed in United's list of Sub-Processors.
- 9.4 United shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom without the prior written consent of the Customer.
- 9.5 At the end of the provision of the Services relating to the processing of Protected Data, at the Customer's option, United shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires United to store such Protected Data. This clause 9 shall survive termination or expiry of the Contract.

10 Force Majeure

- 10.1 United shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
 - 10.1.1 promptly notifies you of the Force Majeure event and its expected duration; and
 - 10.1.2 uses best endeavours to minimise the effects of that event.
- 10.2 If, due to Force Majeure, United:
 - 10.2.1 is or shall be unable to perform a material obligation; or
 - 10.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or total of more than 30 days in any consecutive period of 60 days; you may, within 30 days, terminate the Contract on immediate notice or renegotiate the Contract with United to achieve, as nearly as possible, the original commercial intent.

11 Termination

- 11.1 United may terminate the Contract or any other contract which it has with you at any time by giving notice in writing to you if:
 - 11.1.1 you commit a material breach of the Contract and such breach is not remediable;
 - 11.1.2 you commit a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach; or
 - 11.1.3 you have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after United has given notification that the payment is overdue.
- 11.2 United may terminate the Contract at any time by giving notice in writing to you if you:
 - 11.2.1 stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so;
 - 11.2.2 are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if United reasonably believes that to be the case

- 11.2.3 become the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 11.2.4 have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income;
 - 11.2.5 have a resolution passed for winding up;
 - 11.2.6 have a petition presented to any court for winding up or an application is made for an administration order, or any winding-up or administration order is made against you;
 - 11.2.7 are subject to any procedure for the taking control of goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 11.2.8 have a freezing order made against you;
 - 11.2.9 are subject to any recovery or attempted recovery of items supplied to you by a supplier retaining title in those items;
 - 11.2.10 are subject to any events or circumstances analogous to those in clauses 11.2.1 to 11.2.9 in any jurisdiction;
 - 11.2.11 take any steps in anticipation of, or have no realistic prospect of avoiding, any of the events or procedures described in clauses 11.2.1 to 11.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 11.3 The right of United to terminate the Contract pursuant to clause 11.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 11.4 If you become aware that any event has occurred, or circumstances exist, which may entitle United to terminate the Contract under this clause 11, you shall immediately notify United in writing.
- 11.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of United at any time up to the date of termination.

12 Notices

- 12.1 Any notice or other communication given by a party under these Conditions shall:
- 12.1.1 be in writing and in English;
 - 12.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 12.1.3 be sent to the relevant party at the address set out in the Contract
- 12.2 Notices may be given, and are deemed received:
- 12.2.1 by hand: on receipt of a signature at the time of delivery; or
 - 12.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting.
- 12.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 12.1 and shall be effective:
- 12.3.1 on the date specified in the notice as being the date of such change; or
 - 12.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

- 12.4 All references to time are to the local time at the place of deemed receipt.
- 12.5 This clause does not apply to notices given in legal proceedings or arbitration.
- 12.6 A notice given under these Conditions is not validly served if sent by email.

13 Cumulative remedies

The rights and remedies provided in the Contract for United only are cumulative and not exclusive of any rights and remedies provided by law.

14 Further assurance

You shall at the request of United, and at your own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

15 Entire agreement

- 15.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 15.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 15.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

16 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, United.

17 Assignment

- 17.1 You may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without United's prior written consent, which it may withhold or delay at its absolute discretion.

18 Set off

- 18.1 United shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to you under the Contract or under any other contract which United has with you.
- 18.2 You shall pay all sums that you owe to United under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

19 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

20 Equitable relief

You recognise that any breach or threatened breach of the Contract may cause United irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to United, you acknowledge and agree that United is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

21 Severance

- 21.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 21.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

22 Waiver

- 22.1 No failure, delay or omission by United in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 22.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by United shall prevent any future exercise of it or the exercise of any other right, power or remedy by United.
- 22.3 A waiver of any term, provision, condition or breach of the Contract by United shall only be effective if given in writing and signed by United, and then only in the instance and for the purpose for which it is given.

23 Compliance with law

You shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required to perform its obligations under or in connection with the Contract.

24 Third party rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

25 Governing law and jurisdiction

- 25.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

26 Definitions and interpretation

26.1 In these Conditions the following definitions apply:

Address	means the address(es) for delivery of the Goods and performance of the Services as set out in the Order;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Conditions	means United's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Goods and/or Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between United and the Customer for the sale and purchase of Goods and/or Services incorporating these Conditions and the Order;
Customer, you or your	means the person who purchases the Goods and/or Services from United and whose details are set out in the Order;
DCA	software used in managed print services called a data collection agent;
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Force Majeure	means an event or sequence of events beyond United's control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving United's or its suppliers' workforce;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Goods	means the goods set out in the Order or understood by the parties to be included in the Goods and to be supplied by United to the Customer;
Order	means the Customer's order for the Goods and/or Services as detailed in the Order Form;
Order Form	United's Order Form which details the Customer's order for the Goods and/or Services;
Personal Data	has the meaning given in the applicable Data Protection Laws;
POD	means proof of delivery
PPE	means personal protection equipment;
Price	has the meaning given in clause 2.1;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of United's obligations under the Contract

Services	means the services set out in the Order or understood by the parties to be included in the Services and to be supplied by United to the Customer;
Special Goods Specification	means Goods which have been ordered to a Customer's own specification; means the description or specification of the Goods and/or Services set out or referred to in the Order;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by United for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
United	means United-UK LLP, a limited liability partnership registered in England and Wales, company registration number OC335195 and whose registered office is at 82 St. John Street, London, EC1M 4JN;
United Personnel	all employees, officers, staff, other workers, agents and consultants of United and any of their sub-contractors who are engaged in the performance of the Services;
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods and/or Services; and
Warranty Period	has the meaning given in clause 7.1.

- 26.2 In these Conditions, unless the context otherwise requires:
- 26.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
 - 26.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
 - 26.2.3 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 26.2.4 words in the singular include the plural and vice versa; and
 - 26.2.5 a reference to legislation is a reference to that legislation as in force at the date of the Contract.

B. Special Conditions

27 Application of these Special Conditions

- 27.1 These Special Conditions apply to and form part of the Contract between United and the Customer and should be read with the General Conditions.
- 27.2 If there is any inconsistency between the General Conditions and these Special Conditions these Special Conditions shall take precedence.

28 Business Supplies

- 28.1 Where the Contract relates to Business Supplies the following Special Conditions apply:
- 28.1.1 Prices are subject to change and are those in applying on the date of the Order;
 - 28.1.2 Standard Goods may be returned provided they are returned within 7 days in good condition with their original packaging;
 - 28.1.3 A restocking fee of 15% may be charged by United for any returned Goods. The Customer shall pay the carriage cost of returning the Goods;
 - 28.1.4 Delivery times if quoted are reasonable estimates and clause 5.3, 5.4 and 5.5 of the General Terms shall apply;
 - 28.1.5 Special Goods are non-returnable;
 - 28.1.6 Catering food items are non-returnable for hygiene reasons.

29 Brand Management

- 29.1 Where the Contract relates to Brand Management the following Special Conditions apply:
- 29.1.1 Promotional items ordered by a Customer bearing their marketing or branding designs and logos are Special Goods and are non-returnable;
 - 29.1.2 The Customer will be asked to approve and sign-off the branding and designs applied to Special Goods. Once sign-off has occurred the Customer may not cancel the Contract;
 - 29.1.3 United will apply Customer marketing or branding to PPE but United makes no recommendation or warranty concerning the appropriateness of any PPE item.

30 Office Furniture

- 30.1 Where the Contract relates to Office Furniture the following Special Conditions apply:
- 30.1.1 Goods which are not Special Goods may be returned provided they are returned within 7 days in perfect condition;
 - 30.1.2 A restocking fee of between 15% and 20% may be charged by United for any returned Goods which are furniture. The Customer shall pay the carriage cost of returning the Goods;
 - 30.1.3 In the case of furniture the definition of Special Goods includes standard Goods which have been produced subject to the Customer's colour selections. Special Goods of this kind are not returnable;
 - 30.1.4 United promises to take the utmost care when delivering and fitting furniture and will admit if any damage has been caused either to the Goods or to the Customer's other property;
 - 30.1.5 United will take photographs on completion of any installation and seek the Customer's written approval of any installation;
 - 30.1.6 Any claim by the Customer that Goods or other property have been damaged must be made promptly but in any event no later than 2 Business Days of completion of the delivery and installation of the Goods with details of the damage and any relevant circumstances. Interiors
- 30.2 Interior fit-out will be subject to special terms and conditions which will be supplied to you.

31 Document Storage

Document storage will be subject to special terms and conditions which will be supplied to you.

32 Managed Print Services

- 32.1 Where the Contract relates to Managed Print Services the following Special Conditions apply:
 - 32.1.1 Prices quoted will include agreed page coverage assumptions and toner usage which United will monitor remotely using its DCA;
 - 32.1.2 If toner usage deviates from the usage agreed at the start of the Contract United reserves the right to modify the Price charged to the Customer;
 - 32.1.3 If page usage deviates from the usage agreed at the start of the Contract United reserves the right to modify the Price charged to the Customer;
 - 32.1.4 Printing machines are normally provided to a Customer on a leased basis and the Customer will be asked to sign separate lease finance terms and conditions with the funder;
 - 32.1.5 United will agree to offer a Customer a number of options at the end of the lease finance term including provision of a new machine under a new finance agreement or the sale of the printing machine to the Customer for an agreed fee.

33 Kitchen and Barware

- 33.1 Where the Contract relates to Kitchen and Barware the following Special Conditions apply:
- 33.2 Kitchen and barware are Special Goods and are non-returnable once ordered.

34 Technology

- 34.1 Technology will be subject to special terms and conditions which will be supplied to you.

CONSIGNMENT STOCK TERMS & CONDITIONS

1 Definitions and interpretation

1.1 In this Agreement:

Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Call-Off	means the Customer requesting that the Supplier delivers either IOD Stock or Call-Off Stock;
Call-Off Notice	has the meaning given in clause 6;
Call-Off Stock	means Stock which is owned by the Supplier and which is called-off by the Customer;
Commencement Date	means the date set out on the Order Particulars;
Confidential Information	has the meaning given in clause 20;
Customer IPR	means the IPR of the Customer not limited to its brand name, logos, designs, marketing material;
Data Protection Law	means GDPR
Delivery Location	means the location specified in an Order to which the Supplier shall deliver, or procure the delivery of, Stock;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement save that an inability to pay is not a Force Majeure event;
IOD Stock	Stock which is owned by the Supplier until called-off by the Customer and invoiced on delivery by the Supplier;
IPR	means copyright, rights in confidential information, trade secrets, trademarks, service marks, trade names, design rights, domain names and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
Modern Slavery Legislation	means the Modern Slavery Act 2015;
Order	means a confirmation by the Customer that they agree a Quotation for Stock or a Call-Off Notice given by the Customer to the Supplier;
Price	means the price of any of the Stock as set out on the Quotation or on any document issued by the Supplier updating the price of any Stock;
Quotation	means a quotation provided by the Supplier to the Customer being in law an invitation to treat issued by the Supplier to the Customer;
Representatives	has the meaning given in clause 20.2.1;
Stock	means either IOD Stock or Call-Off Stock as itemised on a Quotation or otherwise agreed with the Customer;
Term	has the meaning given in clause 2.1;
VAT	means value added tax, as defined by the Value Added Tax Act 1994; and
Warranty Period	has the meaning given in clause 8.1.

- 1.2 In this Agreement:
- 1.2.1 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
 - 1.2.2 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.3 words in the singular include the plural and vice versa; and
 - 1.2.4 a reference to legislation is a reference to that legislation as in force as at the date of this Agreement.

2 Commencement and Term

- 2.1 The Commencement Date and Term of this Agreement is set out on the Quotation.
- 2.2 During the Term, the Supplier agrees to supply, and the Customer agrees to purchase, Stock on a consignment stock basis and on the terms set out in this Agreement.
- 2.3 A binding contract between the Supplier and the Customer is only formed when the Supplier accepts an Order from the Customer or a Call-Off Notice from the Customer.

3 Stock

- 3.1 Stock will either be Call-Off Stock or IOD Stock as set out on a Quotation.
- 3.2 A Quotation can be in any form of writing by the Supplier to the Customer including by email.

4 Forecasts and Stock Level

- 4.1 The Customer shall notify the Supplier in writing of the Customer's reasonable estimate of its requirements for Stock at the start of this Agreement and the Supplier and Customer agree to review the Customer's Stock requirements from time to time.
- 4.2 If specified on the Quotation the Supplier agrees to maintain an agreed level of Stock.

5 Call-Off Procedure

- 5.1 The Customer may call-off Stock in any reasonable written form that the parties may agree from time to time (Call-Off Notice).
- 5.2 Each Call-Off Notice shall include the following information:
 - 5.2.1 details of the specific Stock which the Customer intends to Call-Off;
 - 5.2.2 when the Customer wants the Stock delivered or available for collection;
 - 5.2.3 whether the Customer requires the Stock concerned to be replaced (a requirement for a replacement constituting an Order).
- 5.3 A Call-Off Notice issued by the Customer in the case of IOD Stock constitutes an irrevocable Order from the Customer to the Supplier to buy the specified IOD Stock on the terms of this Agreement.
- 5.4 The Supplier may refuse to accept a Call-Off Notice from the Customer (whether for IOD Stock or Call-Off Stock) but shall do so within 5 Business Days otherwise the Supplier shall be deemed to have accepted the Call-Off Notice.

- 5.5 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Stock shall arise, until the earlier of:
- 5.5.1 the Supplier's written acceptance of the Order; or
 - 5.5.2 the Supplier dispatching the Stock or notifying the Customer that they are being dispatched or alternatively are available for collection (as the case may be).
- 5.6 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 5.7 Any terms and conditions of the Customer included or referred to in the Order, or any proposed variation to this Agreement set out in the Order, shall not be binding on the Supplier.

6 Delivery

- 6.1 Each Call-Off Notice shall specify whether the Stock are to be:
- 6.1.1 delivered by the Supplier, or by a carrier appointed by the Supplier, to the Delivery Location specified on the Call-Off Notice; or
 - 6.1.2 made available for collection by the Customer at the Supplier's, or carrier's, premises set out in the Call-Off Notice (as the case may be). The Customer shall collect the Stock within the period specified in the Call-Off Notice.
- 6.2 The Stock shall be deemed delivered:
- 6.2.1 if delivered by the Supplier under clause 6.1.1, on arrival at the Delivery Location; or
 - 6.2.2 if delivered by a carrier under clause 6.1.1, on delivery of the Stock to the Customer; or
 - 6.2.3 if collected by the Customer under clause 6.1.2, when the Supplier makes the Stock available for collection at the Supplier's, or carrier's, premises (as the case may be).
- 6.3 The Customer shall not be entitled to reject any delivery of Stock on the basis that an incorrect volume of Stock has been supplied provided the volumes are within the tolerances (if any) set out in the Call-Off Notice.
- 6.4 The Stock may be delivered by instalments if specified in the Call-Off Notice. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.5 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavours to meet delivery dates but such dates are approximate only.
- 6.6 The Supplier shall not be liable for any delay in or failure of delivery caused by:
- 6.6.1 the Customer's failure to: (i) make the Delivery Location available, (ii) prepare the Delivery Location as required for delivery and installation of the Stock or (iii) provide the Supplier with adequate instructions for delivery and installation or otherwise relating to the Stock;
 - 6.6.2 the Customer's failure to collect the Stock from the Supplier's premises; or
 - 6.6.3 an event of Force Majeure.

7 Storage

- 7.1 The Supplier agrees to hold a reasonable supply of IOD Stock pending Call-Off by the Customer.
- 7.2 The Supplier agrees to ensure that the Storage Facilities:
- 7.2.1 are watertight, clean, safe and secure;
 - 7.2.2 generally provide optimal conditions for the storage of the Stock and keep to a minimum instances of Stock loss; and
 - 7.2.3 are subject to regular cleaning, repair and maintenance

8 Warranty

- 8.1 The Supplier warrants that the Stock shall, for a period of one month from Delivery (the Warranty Period):
- 8.1.1 conform in all material respects to the Quotation;
 - 8.1.2 be free from material defects in design, material and workmanship; and
 - 8.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 8.2 The Supplier shall, at its option, repair, replace, or refund the Price of, any Stock that do not comply with clause 8.1, provided that the Customer:
- 8.2.1 provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Stock had been put prior to the defect arising;
 - 8.2.2 gives the Supplier a reasonable opportunity to examine the defective Stock; and
 - 8.2.3 at the Supplier's option returns the defective Stock to the Supplier at the Customer's expense.
- 8.3 The provisions of this Agreement, including the warranties set out in clause 8.1, shall apply to any Stock that are repaired or replaced with effect from Delivery of the repaired or replaced Stock.
- 8.4 Marketing and other promotional material relating to the Stock are illustrative only and do not form part of this Agreement. The Customer agrees that, in submitting an Order, it has not relied on any representations or statements by the Supplier other than those expressly set out in this Agreement
- 8.5 The Supplier shall not be liable for any failure of the Stock to comply with clause 8.1:
- 8.5.1 where such failure arises by reason of wear and tear, willful damage, negligence, or could be expected to arise in the normal course of use of the Stock;
 - 8.5.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Stock, including any instructions on installation, operation, storage or maintenance;
 - 8.5.3 to the extent caused by the Supplier following any specification or requirement of the Customer in relation to the Stock;
 - 8.5.4 where the Customer modifies any Stock without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or
 - 8.5.5 where the Customer uses any of the Stock after notifying the Supplier that it does not comply with clause 8.1.
- 8.6 Except as set out in this clause 8:
- 8.6.1 the Supplier gives no warranty and makes no representations in relation to the Stock; and
 - 8.6.2 shall have no liability for their failure to comply with the warranty in clause 8.1, and all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

9 Risk

Risk in Stock shall pass to the Customer on Delivery.

10 Title to IOD Stock

- 10.1 An agreement to sell IOD Stock shall not arise until the Call-Off Notice specifying such IOD Stock is accepted by the Supplier.
- 10.2 Title to the IOD Stock shall only pass to the Customer once the Supplier has received payment in full and cleared funds for the IOD Stock.
- 10.3 Until title to the IOD Stock has passed to the Customer, the Customer shall:
 - 10.3.1 hold the IOD Stock as bailee for the Supplier;
 - 10.3.2 store the IOD Stock separately from all other material in the Customer's possession;
 - 10.3.3 take all reasonable care of the IOD Stock and keep them in the condition in which they were delivered;
 - 10.3.4 insure the IOD Stock from the date of Delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;
 - 10.3.5 ensure that the IOD Stock are clearly identifiable as belonging to the Supplier;
 - 10.3.6 not remove or alter any mark on or packaging of the IOD Stock;
 - 10.3.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 14.1.1 to 14.1.3 or 14.3.1 to 14.3.11; and
 - 10.3.8 on reasonable notice permit the Supplier to inspect the Stock during the Customer's normal business hours and provide the Supplier with such information concerning the Stock as the Supplier may request from time to time.
- 10.4 Notwithstanding clause 10.3, the Customer may use or resell the Stock in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clauses 14.1.1 to 14.1.3 or 14.3.1 to 14.3.11 has occurred or is likely to occur.
- 10.5 If the Customer resells the Stock in accordance with clause 10.4, title to the Stock shall pass to the Customer immediately prior to the resale.
- 10.6 If, at any time before title to the Stock has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 14.1.1 to 14.1.3 or 14.3.1 to 14.3.11, the Supplier may:
 - 10.6.1 require the Customer at the Customer's expense to re-deliver the Stock to the Supplier; and
 - 10.6.2 if the Customer fails to do so promptly, enter any premises where the Stock are stored and repossess them.

11 Price

- 11.1 The Prices payable by the Customer in respect of Stock are annexed to the Quotation.
- 11.2 The Prices are exclusive of:
 - 11.2.1 packaging, delivery, and insurance which shall be charged in addition at the Supplier's standard rates, and
 - 11.2.2 VAT (or equivalent sales tax).
- 11.3 The Customer shall pay any applicable VAT (or equivalent sales tax) to the Supplier on receipt of a valid VAT invoice.
- 11.4 The Supplier may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing.
- 11.5 Price increases shall apply to Stock that are in Stock on the date the increase takes effect under clause 11.4.

12 Payment

- 12.1 The Supplier may issue its invoice for the Stock at any time after a Call-Off Notice has been issued in respect of them or one should have been issued had the Customer complied with its duties under this Agreement.
- 12.2 The Customer shall pay all invoices:
- 12.2.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice;
 - 12.2.2 to the bank account nominated by the Supplier.
- 12.3 Time of payment is of the essence. Where sums due under this Agreement are not paid in full by the due date:
- 12.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of Barclays Bank plc from time to time in force, and
 - 12.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

13 Termination on Notice

- 13.1 This Agreement may be terminated by either party giving not less than 3 months' notice in writing to the other party, such notice not to expire prior to the first anniversary of the Commencement Date.

14 Termination for Breach or Insolvency

- 14.1 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
- 14.1.1 the other party commits a material breach of this Agreement and such breach is not remediable;
 - 14.1.2 the other party commits a material breach of this Agreement which is not remedied within 10 Business Days of receiving written notice of such breach;
 - 14.1.3 any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.
- 14.2 Without prejudice to any other rights that it may have, the Supplier may terminate this Agreement immediately on written notice to the Customer if the Customer has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid ten Business Days after the Customer has received a written notification from the Supplier that the payment is overdue.
- 14.3 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
- 14.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 14.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

- 14.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 14.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 14.3.5 has a resolution passed for its winding up;
 - 14.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 14.3.7 is subject to any procedure for the taking control of its Stock that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 14.3.8 has a freezing order made against it;
 - 14.3.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 14.3.10 Is subject to any events or circumstances analogous to those in clauses 14.3.1 to 14.3.9 in any jurisdiction;
 - 14.3.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 14.3.1 to 14.3.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 14.4 The right of a party to terminate the Agreement pursuant to clause 14.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 14.5 The Supplier may terminate this Agreement at any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.

15 Consequences of Termination

- 15.1 On termination of this Agreement for any reason:
- 15.1.1 the Customer shall pay for all IOD Stock, within 5 Business Days from date of termination;
 - 15.1.2 the Customer shall immediately pay all outstanding invoices of the Supplier;
 - 15.1.3 the Supplier shall promptly invoice the Customer for all Stock delivered but not yet invoiced and payment for such invoices shall be due immediately on receipt by the Customer; and
 - 15.1.4 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.

16 Limitation of liability

- 16.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 16.
- 16.2 Subject to clause 16.5, the total liability of the Supplier shall not exceed a sum equal to the amount invoiced by the Supplier to the Customer for Stock in the 6 months immediately preceding the event or circumstance giving rise to the liability.
- 16.3 Subject to clause 16.5, neither party shall be liable for consequential, indirect or special losses.
- 16.4 Subject to clause 16.5, neither party shall be liable for any of the following (whether direct or indirect):
- 16.4.1 loss of profit;
 - 16.4.2 loss or corruption of data;
 - 16.4.3 loss of use;
 - 16.4.4 loss of production;
 - 16.4.5 loss of contract;
 - 16.4.6 loss of opportunity;
 - 16.4.7 loss of savings, discount or rebate (whether actual or anticipated);
 - 16.4.8 harm to reputation or loss of goodwill.
- 16.5 Not with standing any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
- 16.5.1 death or personal injury caused by negligence;
 - 16.5.2 fraud or fraudulent misrepresentation;
 - 16.5.3 any other losses which cannot be excluded or limited by applicable law;

17 Insurance

- 17.1 The Supplier shall insure the Stock until delivery when risk shall pass to the Customer.
- 17.2 At the Customer's request, the Supplier shall supply copies of the certificates of insurance.

18 Data protection

- 18.1 Each party shall comply with its respective obligations, and may exercise its respective rights and remedies under the Data Protection Laws.

19 Intellectual property

- 19.1 The Customer licences to the Supplier its Customer IPR for the purposes of manufacturing, advertising and storage.
- 19.2 The Supplier claims no legal or beneficial interest in the Customer's IPR.

20 Confidential information

- 20.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party, without limitation, any details of its business, affairs, customers, clients, suppliers, plans or strategy (Confidential Information) confidential and that it shall not use or disclose
- 20.2 A party may:

- 20.2.1 subject to clause 21, disclose any Confidential Information to any of its employees, officers, representatives or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 20 as if it were a party;
- 20.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
- 20.2.3 subject to clause 21, use Confidential Information only to perform any obligations under this Agreement.
- 20.3 Each party recognises that any breach or threatened breach of this clause 20 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 20.4 This clause 20 shall bind the parties during the Term and for a period of five years following

21 Anti-bribery

- 21.1 For the purposes of this clause 21 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with Bribery Laws and legislation or guidance published under it.
- 21.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
 - 21.2.1 all of that party's personnel;
 - 21.2.2 all others associated with that party; and
 - 21.2.3 all of that party's subcontractors; involved in the performance of this Agreement so comply.
- 21.3 Without limitation to clause 21.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 21.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 21 (Anti-bribery).

22 Modern slavery

- 22.1 The Parties agree to comply with the Modern Slavery Legislation.

23 Dispute resolution

- 23.1 If any dispute arises between the parties out of or in connection with this Agreement, the matter shall be referred to senior representatives of each party who shall use their reasonable endeavours to resolve it.
- 23.2 If the dispute is not resolved within 14 days of the referral being made under clause 23.1, the parties may resolve the matter through mediation in accordance with the London Court of International Arbitration Mediation Rules.

23.3 Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 23.1 and 23.2 have been completed.

24 Entire agreement

24.1 The parties agree that this Agreement and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

25 Notices

25.1 Notices under this Agreement shall be in writing and sent to a party's address as set out on the first page of this Agreement (or to the email address set out below if any). Notices may be given, and shall be deemed received:

25.1.1 by first-class post: two Business Days after posting;

25.1.2 by hand: on delivery;

25.1.3 by email: to contracts@united-uk.com in the case of the Supplier.

25.2 This clause does not apply to notices given in legal proceedings or arbitration.

25.3 A notice given under this Agreement is not validly served if sent by email.

26 Force majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the event continues for a continuous period of more than 3 months, the party not affected may terminate this Agreement by written notice to the other party.

27 Further assurance

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

28 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

29 Assignment

29.1 Subject to clause 29.2, the Customer may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).

29.2 Notwithstanding clause 29.1, the Customer may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate, provided that it gives the Supplier prior written notice including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under this Agreement shall be deemed to be an act or omission of the Customer itself.

30 Set off

Except as expressly set out in this Agreement, each party must pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

31 No partnership or agency

Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

32 Severance

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

33 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

34 Compliance with law

Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 23 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

35 Third party rights

35.1 Subject to clause 35.2, no one other than a party to this Agreement, their successors and permitted assignees shall have any right to enforce any of its provisions.

35.2 The Affiliates of the Supplier shall have the right to enforce the provisions of this Agreement.

36 Governing law

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

37 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims)