



## VIKING ARMS LIMITED: TERMS AND CONDITIONS OF PURCHASE

### 1 Definitions & Interpretation

In these Conditions:

- a) "Amendment" means any change to the Order notified by the Buyer to the Supplier
- b) "Business day" means any day other than weekend or national holidays in England and Wales.
- c) "Buyer" means Viking Arms Limited ("Viking Arms").
- d) "Conditions" means the provisions set out herein.
- e) "Deliverables" means any Supplies or Spares delivered under the Order.
- f) "Price" means the price for the Supplies specified in the Order
- g) "Order" means the Buyers purchase order, including all documents, exhibits and attachments, which incorporates these Conditions issued by the Buyer to the Supplier and any amendment
- h) "Services" means the Services described in the Order
- i) "Spares" means spare parts for the Supplies
- j) "Specifications" means the technical requirements, specifications, drawings and other descriptions of the Supplies incorporated in the Order.
- k) "Supplier" means the supplier specified as such in the Order
- l) "Supplies" means all articles, drawings materials, tooling, works and Services to be supplied under the Order.

The headings in these Conditions are for convenience only and shall not affect their meaning.

### 2 Entire Agreement

- 2.1 The Order constitutes the entire agreement between the Buyer and Supplier with respect to the matter contained herein and supersedes all discussions, proposals, understandings and agreements (oral or written) providing that nothing in this Conditions shall exclude any liability for fraudulent misrepresentation. The Order may only be modified in accordance with Condition 5.

### 3 Contract Formation

- 3.1 Each Order provided by the Buyer to the Supplier, is an offer subject to these Conditions. A contract is formed when the Supplier accepts the order or acceptance is implied by the Supplier commencing performance of the Order.

### 4 Order of Precedence

- 4.1 These Conditions shall in all circumstances prevail over any other conditions (including but not limited to any conditions of the Supplier) unless expressly agreed in writing otherwise or unless the text appearing on the face of the Order specifically states that these Conditions do not apply.

### 5 Amendments

- 5.1 Amendments to the Order shall only be effective when:
  - a) a document setting out the terms of the amendment is signed by the Buyer and the Supplier; and
  - b) an Order amendment is issued by the Buyer which incorporates the document described in Condition 5.1 a)

### 6 Price and Payment

- 6.1 The price is as stated on the Order and unless otherwise stated in the Order the price shall be firm (not subject to variations in any respect) in pounds sterling and exclusive of Value Added Tax (VAT), but inclusive of all other changes including, but not limited to duties, insurance and delivery.
- 6.2 Each Invoice shall quote the Order number, item, description quantities and associated value. VAT shall be identified separately on the invoice and the Suppliers VAT registration number clearly identified.
- 6.3 Payment shall be 28 days from delivery unless agreed otherwise.
- 6.4 Time for payment shall not be on the essence.

### 7 Delivery

- 7.1 Delivery shall be strictly in accordance with the Order, and in particular Supplies are only validly delivered once all certificates, reports, manuals, drawings, software, source code and other required documents relating to the Supplies or the Order have been provided to the Buyer. Time for delivery shall be of the essence in relation to the delivery dates set out on the Order.
- 7.2 The Supplier shall pack the Supplies securely and properly prior to despatch, mark the packaging with the Buyer's Order number, and be wholly responsible for all losses and damages in transit. Each delivery shall be accompanied by the documentation specified in the Order. If no such documentation is stated then as a minimum each delivery shall be accompanied by a certificate of conformity and a delivery note specifying the Order number, item, part numbers, description, quantities and weights.
- 7.3 Without prejudice to the Buyer's remedies for delay, the Supplier shall promptly notify the Buyer at any time that it becomes apparent to the Supplier that any delivery dates specified in the Order may not be met for whatever reason.
- 7.4 The Buyer shall without incurring liability have the option to suspend or vary the delivery schedule as set out in the Order subject to giving fourteen (14) days notice to the Supplier. Condition 7.1 shall apply to the delivery schedule as varied.

- 7.5 If the Supplies are not delivered on the due date, then without prejudice to any other rights which the Buyer may have, the Buyer reserves the right to:
- cancel the Order in whole or in part;
  - refuse to accept any subsequent delivery of the Supplies which the Supplier attempts to make;
  - recover from the Supplier any expenditure incurred by the Buyer in obtaining supplies in substitution for the Supplies from another supplier; and
  - claim damages for any additional costs or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to deliver the Supplies on the due date.
- 7.6 Where the Buyer agrees to accept delivery by instalments the Order shall be construed as a single Contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment on the specified delivery date or as specified in the Order, shall entitle the Buyer, at its option, to treat the whole Order as repudiated.
- 7.7 The Buyer shall have the right to request the Supplier to delay delivery of any of the Supplies without revision of the price.

## 8 Acceptance and Rejection

- 8.1 Acceptance of the Supplies shall take place when the acceptance procedures specified in the Order have been completed to the satisfaction of the Buyer. If no such acceptance procedures are specified then acceptance of the Supplies shall be deemed to have taken place if the Buyer has not served a notice of rejection on the Supplier within ninety (90) days after delivery of the Supplies concerned. The Buyer shall also have the right to reject the Supplies as though they had not been accepted for ninety (90) days after any latent defect in the Supplies has become apparent.
- 8.2 The Buyer may, by notice to the Supplier, reject any Supplies that do not conform to all requirements of the Order. The rejection of any Supplies shall entitle the Buyer at its discretion and without prejudice to any other remedy:
- to require the Supplier to remove from its premises any Supplies in respect of which the Buyer has served a rejection notice;
  - to recover from the Supplier the price in full pending recovery of which the Buyer shall have a lien and power of sale over the Supplies concerned in respect of such price;
  - to require the Supplier promptly at the Buyer's option and at the Supplier's expense and risk to either repair or replace or re-perform the Supplies; and
  - to require the Supplier to reimburse the Buyer for all reasonable losses, costs and expenses the Buyer incurs connected with such rejection.
- 8.3 Payment will not of itself confer or imply acceptance of the Supplies by the Buyer.

## 9 Title and Risk

- 9.1 Unless stated otherwise, title to the Supplies shall pass to the Buyer upon delivery or payment whichever is the earliest.
- 9.2 Risk of damage to or loss of the Supplies shall pass to the Buyer upon delivery of the Supplies, without any prejudice to right of rejection.

## 10 Intellectual Property Rights

- 10.1 All Intellectual Property created as a result of the work undertaken by the Supplier or its sub-contractors for the purpose of the Order shall vest in and be the absolute property of the Buyer, and the Supplier shall do all necessary acts to vest such Intellectual Property in the name of "Viking Arms Limited" or its nominee, such acts to include (without limitation) the execution of documents.
- 10.2 The Supplier warrants that having carried out all reasonable investigations, the Supplies and the intended use of the Supplies by the Buyer will not infringe any Intellectual Property Rights of a third party existing or pending at the date of the Order.
- 10.3 The Supplier shall on demand indemnify the Buyer against all losses, liabilities, actions, claims, damages, injuries, costs and expenses (including legal costs and expenses) of whatever nature which may be suffered by or on behalf of the Buyer as a result of the infringement or alleged infringement of any third party Intellectual Property Rights arising in connection with the Supplies.
- 10.4 On request to the Supplier by the Buyer, the Buyer shall be given full control of any proceedings or negotiations in connection with any Intellectual Property Right claims and shall diligently pursue the same unless both parties agree otherwise. The Buyer shall consult with the Supplier in relation to such actions.

## 11 Advice and release certificates

- 11.1 On delivery of each consignment of the Supplies, the Supplier shall deliver to the Buyer such documents (which shall include, without limitation, advice notes, certificates of conformity and civil approved certificates) as required by the Order. If the Supplier is not the original manufacturer of the Supplies, it shall also provide with the delivery of each consignment of Supplies, copies of the original manufacturer's certificate of conformity or civil approved certificate together with test figures etc, where applicable.
- 11.2 One copy of all documents referred to in 11.1 above shall also be sent by first class post to the Buyer quoting the reference on the Order.
- 11.3 If the Supplier fails to comply with Conditions 11.1 and 11.2, the Buyer shall be under no obligation to accept delivery of the relevant consignment.

## 12 Quality Assurance

- 12.1 The Supplies shall conform in all respect to any drawings, patterns, sample, description or specification supplied by the Buyer. Where no such drawings, patterns, sample, description or specification are supplied by the Buyer, the Supplies shall be of good merchantable quality and fit for any purpose specified by the Buyer at the time the Order is placed and, where applicable, conform to the relevant British Standards Specifications in force from time to time.
- 12.2 The Services shall be performed by appropriately qualified and trained personnel and with all reasonable skill and care.
- 12.3 The Supplies shall comply fully with the requirements of all statutory enactments, regulations or requirements for the time being in force relating thereto, and the Supplier shall indemnify the Buyer against all costs, claims, loss, damages and expenses resulting from breach of this Conditions and / or any liability under the Consumer Protection Act 1987 in respect of the Supplies.
- 12.4 The Supplier shall retain manufacturing history records indefinitely unless alternative arrangement is agreed in the writing by the Buyer.

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### 13 Notification of Delays

13.1 The Supplier shall inform the Buyers of any delays or potential delays that the Supplier is aware of that will affect the Supplies to be performed under this Order; such notification shall be made within five (5) Business Days of the delay or potential delay occurring. Notification of any delay or potential delay shall not relieve the Supplier of any of its obligations hereunder.

### 14 Force Majeure

14.1 If the Supplier is unable to perform its duties and obligations under the Order as a direct result of the effect of any fire, flood, earthquake or other act of God, act of government or state, insurrection (an "Event of Force Majeure"), it shall give written notice to the Buyer of the inability, stating the reason in question. Forthwith upon the reason ceasing to exist, the Supplier shall give written advice to the Buyer of this fact. If a delay or default due to an Event of Force Majeure continues for more than a period of twenty (20) Business days the Buyer shall be entitled to terminate the Order by giving notice in writing.

### 15 Indemnification

- 15.1 The Supplier shall indemnify and keep the Buyer fully indemnified at all times against all claims, demands, liability, losses, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by the Buyer arising out of or in connection with:
- any breach of the Order by the Supplier;
  - any claim that the Supplies or any Deliverables infringe the Intellectual Property Rights of any third party (except to the extent that the claim arises from compliance with a Specification produced entirely by the Buyer);
  - the death or personal injury of any person, or damage to property of the Buyer, its employees or contractors to the extent caused by the Supplier, its personnel or permitted contractors;
  - any liability which arises from any defect in or failure of the Deliverables and/or Supplies or which arises from any act or omission of the Supplier, its employees, agents or sub-contractors.
- 15.2 If at any time during the course of proceeding, or if in the reasonable opinion of the Supplier the Supplies are likely to become the subject of such a claim or suit, the Supplier shall at its option be entitled to:
- procure for the Buyer at Supplier's expense the right to continue using the Supplies;
  - replace or modify the Supplies so that it becomes non-infringing;
  - grant to the Buyer a credit against the charges payable by the Buyer for that portion of the Supplies and that period of time when the Supplies are unavailable;
  - discontinue providing the Supplies and release Buyer from any further obligations to purchase the Supplies.

### 16 Licences Permits and Authorisations

16.1 The Supplier shall be solely responsible for securing all national or foreign Government approvals, permits, authorisations, export licences and clearances necessary in order to meet its obligations under this Order. The Supplier shall provide all information reasonably required by the Buyer upon request.

### 17 Insurance

- 17.1 The Supplier shall, at its own cost, maintain:
- Employers' Liability in accordance with statutory requirements; and
  - Public Liability Insurance with a limit of not less than £10,000,000.00 per single occurrence and covering inter alia work performed at the Buyers (or the Buyers customers) premise and product liability; and
  - Professional indemnity insurance with a policy limit of no less than £10,000,000.00 per incident.
- With insurers and in a form approved by the Buyer (such levels of cover are to be kept under review to ensure their adequacy).
- 17.2 Suppliers shall produce evidence of such cover (including receipts for payment) as the Buyer may reasonably require from time to time.
- 17.3 If the Supplier fails to take out and maintain insurance in accordance with the Order, the Buyer shall have the right to purchase such insurance directly, and to recover the cost in full as a debt owed by the Supplier.

### 18 Recovery of Sums Due

18.1 Wherever under this Order a sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at a later time may become due, to the Supplier under this Order or under any other agreement or Order with the Buyer.

### 19 Continuity of supply and spares

- 19.1 The Supplier shall ensure that Spares are available for purchase by the Buyer until 12 months after the delivery of the last Supplies under the Order. Where these are manufactured by a third party the Supplier shall use reasonable endeavours to source such Spares.
- 19.2 Where Spares are available the Supplier shall not unreasonably refuse to accept orders on conditions no less favourable than those agreed for this Order.
- 19.3 Should the Supplier, or its third party supplier, decide to discontinue any Spares, which relates to any of the Supplies detailed in the Order, then the Supplier shall provide the Buyer with notification to allow the Buyer the opportunity to make a last time buy at least six months prior to discontinuing supply of Spares.

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## 20 Warranty

- 20.1 The Supplier warrants that:
- the Supplies conform in all respects with the Specification; and
  - the Supplies are free from defects (whether actual or latent) in design, materials and workmanship; and
  - the performance and functionality of the Supplies will not be affected by date changes and that the Supplies will accurately process date and time data.
- 20.2 The warranty in Condition 20.1 shall, in respect of each item of the Supplies, continue for, as a minimum, twelve (12) calendar months from the date of acceptance of such item of the Supplies, unless an extended warranty period is offered by the Supplier to the Buyer and agreed by the Buyer.
- 20.3 If there is a defect in the Supplies during the warranty period, the Supplier shall at its own expense and risk, but at the discretion of the Buyer, without delay, either repair or replace the defective Supplies or refund the Buyer the price of the defective Supplies.
- 20.4 The warranty at Condition 20.1 shall apply to the Supplies or any part of them replaced or repaired in accordance with these Conditions so that the warranty shall continue for twelve (12) calendar months from the date of acceptance by the Buyer of such replaced or repaired item of the Supplies.
- 20.5 If a breach of warranty by the Supplier causes any of the Supplies not to be available for the Buyer's use within the warranty period for the Supplies then the warranty period for the Supplies shall be extended by the period during which they were not available for use by the Buyer.
- 20.6 The Supplier agrees that all warranties attaching to the Supplies shall be capable of being assigned to a customer of the Buyer or other user by the Buyer without prior written notice to the Supplier.
- 20.7 This Condition 20 shall apply in addition and without prejudice to any other rights and remedies available to the Buyer.

## 21 Remedies

### 21.1 Termination for Default

- 21.1.1 If the Supplier is in breach of the Order or of any of these Conditions (including, without limitation, the warranty at Condition 20 the Buyer may give the Supplier a written notice specifying the breach.
- 21.1.2 If the breach is not capable of remedy the Buyer shall be entitled to terminate the Order immediately.
- 21.1.3 If the breach is capable of remedy, the Supplier shall at its own expense rectify the breach within twenty eight (28) calendar days of the date of the notice. If the Supplier does not rectify the breach within twenty eight (28) calendar days (or such other period as may be agreed in writing) the Buyer may give written notice to the Supplier immediately terminating the Order.
- 21.1.4 The provisions of this Condition 21 shall at all times be subject to and without prejudice to the provisions of Condition 7.

### 21.2 Damages for Default

- 21.2.1 The Supplier shall be liable for all losses, liabilities, actions, claims, damages, injuries, costs and expenses (including legal costs and expenses) of whatever nature suffered by the Buyer as a result of a breach by the Supplier of the Order or any of these Conditions.

### 21.3 Termination for Insolvency

- 21.3.1 If either the Supplier or Buyer becomes insolvent, has a receiver, liquidator, administrative receiver, administrator, trustee or other similar officer appointed over the whole or part of its assets, or an order is made or a resolution is passed for the winding up of such party (save for a solvent winding up as part of a bona fide reconstruction or amalgamation) or if an administration order is made in respect of such party or if it makes an arrangement or assignment for the benefit of its creditors or if an analogous event to any of the foregoing occurs in respect of such party anywhere in the world; the other party may without prejudice to its rights and remedies under the Order or these Conditions or any other remedies arising at law suspend the performance of, or terminate, the Order immediately (whether in whole or in part) without incurring any liability whatsoever except in respect of Supplies delivered before the date of any of the above mentioned events.

### 21.4 Change of Control

- 21.4.1 In the event the Supplier is acquired by or merged with any third party or undergoes a change of control, the Buyer shall be entitled to suspend the performance of, or terminate, the Order immediately (whether in whole or in part) without incurring any liability whatsoever except in respect of Supplies delivered to the Buyer before the occurrence of the events listed in this sub clause.

### 21.5 Cancellation

- 21.5.1 The Order may be cancelled (in whole or in part) at any time by the Buyer on written notice to the Supplier stating that the Order is cancelled.
- 21.5.2 If such notice is given, the Supplier shall comply with any directions regarding the Supplies given by the Buyer.
- 21.5.3 The Buyer and the Supplier shall agree a fair and reasonable price for all work reasonably done and materials reasonably purchased by the Supplier for the purpose of carrying out work on the Order up to the date of termination in satisfaction of all sums due to the Supplier by the Buyer under this Order.
- 21.5.4 In order to agree such price, the Supplier shall submit an account to the Buyer within three (3) months from the date of cancellation in a form satisfactory to the Buyer.
- 21.5.5 The agreed price, together with any sums paid or due to the Supplier under the Order before the effective date of termination shall not exceed the total price of the Supplies under the Order and such payment shall be the Buyer's sole liability in respect of the cancellation.
- 21.5.6 Any termination or cancellation of the Order by the Buyer for whatever reason shall be without prejudice to any rights or remedies which may have accrued to the Buyer prior to termination or cancellation and the Buyer shall use its reasonable endeavours to mitigate its loss on any termination.

## 22 Notices

- 22.1 All notices and communications shall be in writing and in the English language and shall be deemed served:
- if sent by fax and copied by letter, on the date of despatch; and
  - if sent by first class post, forty eight (48) hours from the date of despatch.
- 22.2 Any notice or other communication sent to the Supplier shall be sufficient if sent to the address notified to the Buyer for the purpose or, if not notified, the Supplier's address on the Order.

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22.3 Any notice or other communication sent to the Buyer shall be sent to the address given for the Buyer on the Order for the attention of the person shown on the Order.

### 23 Work performed on the Buyer premises

23.1 The Supplier shall familiarise itself with and ensure that its sub-contractors and agents shall familiarise themselves with and comply with the Buyer's procedures relating to discipline, fire, health and safety when on the sites of the Buyer and such other procedures applicable to such other sites as the Order requires.

23.2 The Supplier shall as soon as possible (and no later than on delivery) provide the Buyer with all instructions drawn up by the Supplier or its subcontractors from time to time relating to the use and disposal of the Supplies and in particular draw attention to any dangers, hazards or restrictions associated with the Supplies.

### 24 Access

24.1 The Supplier shall provide access to the Supplier's premises, on reasonable notice, to representatives of the Buyer, and to representatives of the Buyer's ultimate customer for the article containing the Supplies, for the purposes of monitoring the Supplier's progress and quality standards in fulfilling the Order. The Supplier shall also make available at no extra cost such reasonable facilities as are necessary for such monitoring, including but not limited to office space and communications facilities. As far as is reasonably practical, the Supplier shall ensure that such access rights are included in its material sub-contracts.

24.2 If as a result of such monitoring/inspection the Buyer is not satisfied that the Supplies will comply with the Specifications and the Order the Buyer shall inform the Supplier within 30 days of the inspection and the Supplier shall immediately take such action, at its cost, as is necessary to ensure conformity and quality. In addition, the Buyer shall have the right to require and witness further testing and inspection. Without prejudice to any other rights of the Buyer any failure of this obligation by the Supplier will be deemed a material breach not capable of remedy entitling the Buyer to terminate the Order under Condition 21.

24.3 The Supplier shall remain fully responsible for the Supplies and any such inspection/monitoring shall not diminish or otherwise affect the Supplier's obligations under the Order.

### 25 Issued Property

25.1 The Supplier shall not acquire any legal or beneficial interest in any property supplied to it by or on behalf of the Buyer (whether on free issue or loan) for performance of work on the Order.

25.2 Any such property possessed or controlled by the Supplier, shall be held at the Supplier's risk, stored and booked separately from other property, maintained at the Supplier's expense in good and serviceable condition, clearly marked as the property of the Buyer.

25.3 At the request of the Buyer (which may be made at any time) or on completion of the Order, such property issued to the Supplier shall, unless incorporated into the Supplies, be returned promptly to the Buyer.

25.4 Upon reasonable written notice being given to the Supplier, the Buyer shall have the right to enter the Supplier's premises to recover any of its property.

### 26 Confidentiality and Security

26.1 Any Intellectual Property disclosed by either the Buyer or the Supplier to the other shall at all times be treated by the receiving party under the Order as confidential and (save as is necessary for use by the Buyer and any end customer of the Buyer) shall not be disclosed to any third party without the disclosing party's prior written consent and shall only be disclosed to the receiving party's own employees on a need to know basis. The obligations of confidentiality shall not apply in respect of information which:

- a) is in the receiving party's unrestricted possession at the date of disclosure under this Order;
- b) is in or enters into the public domain without breach of these Conditions by the receiving party; or
- c) the receiving party can prove to have been developed by it independently of the Intellectual Property disclosed under the Order.

26.2 The Supplier shall not disclose the Order or the subject matter of the Order, the Buyer's name, the name of the Buyer's customer, the name of any project or programme, or any other Intellectual Property or information acquired through its dealings with the Buyer for any reason whatsoever including for publicity or marketing purposes without the prior written consent of the Buyer.

26.3 Any information given to the Supplier by the Buyer shall remain the absolute property of the Buyer and shall be returned to the Buyer or (at the Buyer's option) be destroyed by the Supplier on termination or cancellation of the Order.

26.4 In the conduct of the Supplier's dealings with the Buyer and subject to Condition 25.4, neither the Buyer nor the Supplier shall remove from the other's premises any items including (without limitation) drawings, specifications, documents, or data belonging to the other without the other's prior written consent.

26.5 The Buyer's sites to which the Supplier may have access during its performance of the Order may be subject to national security requirements. It is a condition of the Order that in all the Supplier's dealings with the Buyer the provisions of the Official Secrets Act 1911 to 1989 and any amendment thereto shall apply and the Supplier shall procure that any of its employees, agents, or sub-contractors (to whom information shall only be given in support of the preparation or furtherance of the Order) are made aware of this provision, are notified of the security classification of any information and accept that they are subject to the security procedures notified on the Order or in operation at the Buyer's sites.

26.6 The Supplier acknowledges that Condition 26 applies from the date of the Order and shall continue to apply after completion or early termination of the Order. The Supplier shall procure that any of its employees, agents or sub-contractors that may have a need to visit the Buyer's sites or have access to any Intellectual Property, arising out of the Supplier's dealings with the Buyer, have notice that the above mentioned provisions apply equally to them.

### 27 Government Contracts

27.1 Where the Supplies are to be used in conjunction with a Government contract or sub-contract as shown on the face of the Order, the Order may be subject to additional Conditions, in so far as there are applicable, as noted on the face of the Order.

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## 28 Inducements

- 28.1 The Supplier shall neither:
- a) induce an employee of the Buyer to make any concession to the Supplier, issue the Order or alter any of the requirements of the Order in return for any gift, money or other inducement; nor
  - b) pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation and/or issue of the Order; nor
  - c) encourage an employee of the Buyer to commit any act of dishonesty against the Buyer which may benefit the employee or be a detriment to the Buyer, or both.

## 29 Environmental Policy

- 29.1 The Buyer is committed to achieving environmental management in accordance with the requirements of BS EN ISO 14001. As and when applicable environmental legislation is introduced, the Buyer will ensure that the required standards are achieved and, wherever practicable, exceeded.

## 30 Compliance with Law and Regulations

- 30.1 The Supplier shall comply with all statutory regulations and requirements applicable to this Order.

## 31 Third Parties

- 31.1 This Order is for the sole benefit of the parties to the Order. Terms that make reference to third parties are not to be construed as Conditions purporting to confer a benefit upon such third parties. It is not the intention of the parties to this Order that any term hereof should be enforceable by anyone other than the parties to the Order.

## 32 Relationship of Parties

- 32.1 Nothing in the Order shall be construed as creating a partnership or as a contract of employment between the Buyer and the Supplier. Save as expressly provided otherwise in the Order, the Supplier shall not be, or deemed to be, an agent or client of the Buyer.

## 33 Severability

- 33.1 If any provision of the Order shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions.

## 34 Survival

- 34.1 Conditions 10, 20, 26 and 32 shall survive expiry or termination of this Order howsoever caused.

## 35 Advertising, publicity

- 35.1 The Supplier shall not, without first obtaining the written consent of the Buyer, in any manner advertise, publish or publicise the fact that the Supplier has contracted to furnish the Buyer with Supplies herein ordered, or use any trademarks or tradenames of the Buyers in the Supplier advertising or promotional material.

## 36 No implied waiver

- 36.1 No failure or omission by either party to enforce or observe any of the stipulations or conditions of the Order shall be construed as a waiver of such stipulation or condition.

## 37 Non-assignment

- 37.1 The Supplier may not assign or delegate their obligations under the Order without prior written consent of the Buyer.

## 38 Governing Law

- 38.1 This Order is governed by and interpreted in accordance with English Law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

APRIL 2019

