

LIBERTY CLASSIC CARS LTD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Definitions and Interpretations

1.1 In these Conditions unless the context otherwise requires:

"**Applicable Law**" means any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent supra-national body), all British and European standards (including all British and International Standards (BSI)), UKAS (United Kingdom Accreditation Service) and all other legislation for the time being in force relating, without limitation, to the manufacture (including raw materials or chemicals used in the production process), packaging, delivery, carriage, storage, installation and use of the Goods and/or the supply and receipt of the Services;

"**Buyer**" means the person, firm or company that is placing the Order and who is identified in the Order;

"**Conditions**" means these terms and conditions and any special terms and conditions agreed in writing between the Buyer and the Supplier;

"**Confidential Information**" means information of the Buyer in any form (including the Materials and any Free Issue Materials), whether written or oral, of a business, financial or technical nature which is marked or otherwise indicated as being or is, or ought reasonably to be, known to be confidential and which is disclosed by or on behalf of the Buyer to the Supplier;

"**Contract**" means any contract between the Buyer and the Supplier for the purchase of Goods and/or Services, which shall incorporate these Conditions;

"**Force Majeure Event**" means any event outside the reasonable control of either party affecting its ability to perform any of its obligations under these Conditions and/or the Contract;

"**Goods**" means the goods (including any part or parts of them) which the Supplier is to provide to the Buyer pursuant to the Order in accordance with these Conditions;

"**Intellectual Property**" means all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, and other rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

"**Order**" means any order from the Buyer to the Supplier for the supply of Goods or Services in such form as the Buyer may determine from time to time in accordance with Condition 2.3;

"**Services**" means the services which the Supplier is to provide to the Buyer pursuant to the Order in accordance with these Conditions;

"**Specification**" means the Buyer's specifications or stipulations for the Goods and/or Services notified in writing to the Supplier from time to time; and

"**Supplier**" means the person, firm or company to whom the Order is addressed and who is identified in the Order.

1.2 The headings to the Conditions are inserted for convenience only and shall not affect the interpretation or construction of these Conditions.

1.3 Unless the context otherwise requires:

- (a) references to the singular include the plural and vice versa and references to any gender include every gender;
- (b) references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, municipal or local authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- (c) references to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; and
- (d) the words and phrases "other", including and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

2. Basis of Contract

2.1 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any quotation, Order acknowledgement or any other document issued by the Supplier).

2.2 The Order is an offer made by the Buyer to the Supplier and the Contract shall be deemed to be accepted by the Buyer when the Supplier expressly or impliedly agrees to the terms of the Order, or when the Supplier expressly or impliedly agrees to the terms of the Order, or when the Supplier expressly or impliedly agrees to the terms of the Order, or when the Supplier expressly or impliedly agrees to the terms of the Order.

2.3 No Order shall be capable of acceptance by the Supplier unless accepted by an authorised representative on behalf of the Buyer.

2.4 The Supplier may not cancel the Contract. The Buyer is entitled to cancel the Contract in whole or in part by giving written notice to the Supplier at any time prior to delivery (in respect of Goods) or at any time (in respect of Services), in which event the Buyer's sole liability will be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation shall not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

3. Delivery

3.1 The Supplier shall deliver the Goods strictly in accordance with the Buyer's delivery instructions whether given in the Order or separately and, unless agreed in writing otherwise, in accordance with Condition 3.2. The Supplier shall mark each delivery in accordance with the requirements of the Specification and/or the Order.

3.2 The Supplier shall deliver the Goods, where the address is within the United Kingdom, between the hours notified by the Buyer to the Supplier from time to time or, if no such hours are notified, between the hours of 8.30am and 4.30pm Monday to Thursday inclusive, and 8.30am and 12.30pm Friday (other than public holidays in England).

3.3 Time of delivery of Goods is of the essence. The Buyer shall be under no obligation to accept delivery of the Goods from the Supplier before the specified delivery time, but reserves the right to do so.

3.4 The Buyer shall have the right to change its delivery instructions at any time on providing the Supplier with fourteen (14) days notice.

3.5 The Supplier shall ensure that a detailed advice note quoting the Order number accompanies the Goods, together with a certificate of the Supplier in such form as the Buyer shall require confirming the conformance of the Goods with the Specification.

3.6 The Buyer shall not be obliged to accept quantities of the Goods which vary from those specified in the Specification or the Order.

3.7 The Supplier shall ensure that the Goods are properly packed and secured in such a manner as to reach their destination undamaged and in good condition. The Buyer shall not be obliged to return to the Supplier any packaging materials for the Goods.

3.8 The Supplier may not deliver the Goods at separate instalments and/or any Services in stages unless agreed in advance in writing by the Buyer. If the Buyer does so agree, the Buyer will have the right, but not be obliged, to:

- (a) treat the Contract (or the total Order) as repudiated if the Supplier fails to deliver or perform any instalment or stage; and/or
- (b) reject any or all of the instalments or stages for the total Order if the Buyer is entitled to reject any one instalment or stage.

3.9 References in these Conditions to Orders shall, where applicable, be read as references to instalments.

4. Acceptance

4.1 The Buyer shall not be deemed to have accepted:

- (a) any Goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent;
- (b) any Services until it has had a reasonable time to test them following the Services being provided by the Supplier.

4.2 No inspection or testing by the Buyer, whether before or after delivery of the Goods or performance of the Services, nor the signing of any delivery note or other document acknowledging physical receipt of any Goods or Services, shall be deemed to constitute or evidence acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended) or otherwise, nor be deemed a waiver of the Buyer's rights either to cancel or return all or any part thereof where the Goods and/or Services are found to be defective or not in accordance with the Contract, Order or Specification.

4.3 The Supplier shall provide the Buyer with all facilities reasonably required by the Buyer for inspection and/or testing of the Goods and/or Services.

4.4 The Supplier shall keep the Buyer informed of any matter of which it is or reasonably should be, as supplier of the Goods and/or Services, be aware relating to the storage, transportation, handling, assembly or use of the Goods and/or Services by the Buyer (including any Applicable Law in respect of raw materials used in the manufacture of the Goods) and the actions it has taken, or proposes to take, and those that the Buyer should take, in relation to the same.

5. Title, Risk and Free Issue Materials

5.1 The Goods shall be at the risk of the Supplier until they are delivered in accordance with the Contract when, without prejudice to any right of rejection which the Buyer may have under the Contract or by law, title to and risk in the Goods shall pass to the Buyer. However, if the Buyer pays for the Goods prior to delivery, title to the Goods shall pass to the Buyer when payment is made.

5.2 The Supplier shall be responsible and account for the risks, safety, proper use and appropriate storage of any free issue materials entrusted to it in connection with the Contract ("**Free Issue Materials**"). Free Issue Materials shall be, and shall remain, the property of the Buyer, its customers and/or subcontractors (as appropriate).

5.3 The Supplier shall use Free Issue Materials solely for the purpose of providing the Goods and/or Services pursuant to the Contract and any surplus of Free Issue Materials shall be returned or disposed of only as directed by the Buyer. Any waste of Free Issue Materials arising from bad or faulty workmanship or any other cause while in the custody of the Supplier, shall be made good at the Supplier's sole cost and expense.

6. Provision of Services

6.1 The Supplier undertakes, represents and warrants to the Buyer that:

- (a) the Supplier shall carry out the Services strictly in accordance with the Order and the Specification;
- (b) the Services will be performed in accordance with all Applicable Law;
- (c) the Services will be performed to a high quality, quality and description with any marketing materials or other documentation provided by the Supplier for services of that type; and
- (d) the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

6.2 The time of performance of the Services is of the essence.

7. Prices and Payment

7.1 The price for the Goods and/or Services shall be stated in the Order. The price shall be inclusive of all packaging, packing, labelling, insurance, delivery, installation costs and all other costs incurred by the Supplier in relation to the Goods and/or Services and their delivery, and/or performance unless specified otherwise to the contrary in the Order.

7.2 All sums payable by the Buyer under the Contract are exclusive of VAT, which shall be added (if appropriate) at the rate prevailing at the relevant tax point, but such sums payable under the Contract shall be inclusive of any other tax or duty payable upon such sums.

7.3 The Supplier may only invoice the Buyer on or after delivery of the Goods or completion of the performance of the Services and any invoices submitted early shall be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services. Invoices shall be in such form as the Buyer specifies from time to time and shall be sent to the address for the Buyer set out in the Order. The Supplier shall quote the Buyer's Order number clearly on each invoice and on all invoice correspondence and advice notes.

7.4 Unless otherwise stated in the Order, the Buyer shall pay the price of the Goods or Services within ninety (90) days after the end of the month of the later of:

- (a) receipt by the Buyer of an invoice issued in accordance with Condition 7.3;
- (b) acceptance of the Goods or Services by the Buyer in accordance with Condition 4.

7.5 If any sum payable under the Contract is not paid when due, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time. The parties acknowledge and agree that this interest rate represents a substantial remedy and that interest does not apply to payments that the defaulting party disputes in good faith.

7.6 The prices charged by the Supplier to the Buyer shall not exceed those prices charged by the Supplier to any other customer purchasing the same or similar goods and/or services in the same or smaller quantities, and the Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

7.7 If the price is stated in the Order to be on a "time and materials" basis or similar, the Supplier shall give the Buyer access to all documents and information in the Supplier's possession or under its control to enable the Buyer to satisfy itself that the amount charged by the Supplier is properly and correctly charged in accordance with the actual time and materials used and that the price is not inflated in whole or in part until such default is rectified to the satisfaction of the Buyer.

7.8 If any sums are due to the Buyer (and/or any company within the Buyer's group of companies) from the Supplier, then the Buyer shall be entitled to exercise the right to set-off such sums against any payments due to the Supplier from the Buyer (and/or any company within the Buyer's group of companies). The Supplier shall not be entitled to apply any amount due to the Buyer under the Contract or in towards payment of any sum owing by the Buyer to the Supplier in relation to any matter whatsoever.

7.9 Any money paid by the Buyer to the Supplier in respect of any Goods or Services rejected under these Conditions (together with any additional expenditure over and above the price specified in the Order reasonably incurred by the Buyer in obtaining other goods or services in replacement of any rejected Goods or Services) shall be paid by the Supplier to the Buyer within seven (7) days of the date of the Buyer's notice demanding the same, or at the Buyer's sole option, shall be deducted from the money still to be paid by the Buyer to the Supplier in relation to such Goods or Services.

8. Warranties

8.1 The Supplier undertakes, represents and warrants to the Buyer that the Goods and their packaging and labelling shall:

- (a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
- (b) conform to the Specification and with any instructions of the Buyer, and shall otherwise meet the requirements of the Order and the Contract;
- (c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract);
- (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of the Buyer);
- (e) be fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract);
- (f) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of goods of that type.

8.2 The Supplier shall use its best endeavours to transfer or assign to the Buyer or otherwise obtain for the benefit of the Buyer any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to the Buyer or otherwise providing such benefit for the Buyer.

8.3 Where there is any breach of the Supplier's warranties in Condition 6.1 and/or Condition 8.1 above, or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods or Services, or the samples, or the use of any instalment of the Goods are not delivered at the specified time or the Goods delivered are damaged, the Buyer shall be entitled at its sole discretion without liability to the Supplier (arising out of such action) and without prejudice to any other right or remedy the Buyer may have to take one or more of the following actions to:

- (a) cancel the Contract and treat the Contract as having never been entered into by the Supplier;
- (b) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods or Services;
- (c) refuse to accept any subsequent delivery of the Goods;
- (d) recover from the Supplier any costs reasonably incurred by the Buyer in obtaining substitute goods or services from another supplier;
- (e) require the Supplier at its sole cost to replace, repair the Goods or carry out such work as is necessary within fourteen (14) days so that the Goods conform to the Contract, Order and Specification;
- (f) require the Supplier at its sole cost to re-execute the Services in accordance with the Contract, Order and Specification within seven (7) days;
- (g) treat this Contract as discharged by the Supplier's breach and:
- (i) delay payment of the price for the Goods and Services until the requirements of this Contract, Order and any Specification are entirely fulfilled;
- (ii) refuse to make payment of the price for the Goods or Services; or
- (iii) require the repayment of any part of the price of the Goods or Services which the Buyer has paid whether or not the Buyer has previously required the Supplier to repair the Goods, supply any replacement Goods or re-execute the Services; and/or
- (h) claim such damages as may have been incurred by the Buyer as a result of the Supplier's breach of the Contract.

8.4 If the Buyer claims that an Order has not been fulfilled or has been incorrectly fulfilled the Supplier shall be deemed to accept the validity of the

claim unless it serves written notice on the Buyer disputing the said claim and stating the reasons for its dispute within seven (7) days of the date of the said claim.

8.5 If the Buyer exercises any right under these Conditions the Buyer may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's cost.

8.6 The Seller will maintain detailed quality control and manufacturing records for the Goods of at least seven (7) years from the date of supply of Goods or performance of the Services.

8.7 It is the responsibility of the Supplier to acquaint itself with the purposes for which the Goods supplied are to be used.

8.8 When on the Buyer's premises (whether for the purpose of delivering the Goods, performing the Services or otherwise), the Supplier, its employees, agents and subcontractors, shall comply at all times with all safety requirements, regulations and/or other policies of the Buyer that are displayed at the premises or otherwise notified to the Supplier from time to time.

8.9 Title and risk in any replacement Goods shall be determined in accordance with Condition 5.1. Any repaired or replacement Goods will be liable to repair or replacement under the terms specified in Condition 8.3(e).

9. Discovery of Defects

9.1 The Supplier shall immediately notify the Buyer in writing providing all relevant details if it discovers that there is: (i) any defect in the Goods which have been delivered to the Buyer at any time; or (ii) any error or omission in the instructions for the use and/or assembly of the Goods, which causes or may cause any risk of death, injury or damage to property.

9.2 The Buyer may at its discretion:

- (a) recall any Goods or any other products into which the Goods have been incorporated already sold by the Buyer to its customers; and/or
- (b) issue any notification whether in writing or otherwise to its customers about the manner of use or operation of any Goods or any other products into which the Goods have been incorporated already sold by the Buyer to its customers.

10. Buyer Protection

10.1 The Supplier acknowledges that the Buyer places particular reliance upon the Contract and in addition to any other remedy available to the Buyer, the Supplier irrevocably and unconditionally agrees to indemnify the Buyer its employees, subcontractors and agents in full and to ensure and keep them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

- (a) any claims that the Goods or Services infringe the Intellectual Property of any third party by reason of the use, purchase or sale by the Buyer of the Goods or Services;
- (b) any breach of the Contract by the Supplier, its employees, agents or subcontractors or any act or omission by any of them;
- (c) any liability being incurred under the Consumer Protection Act 1987 in connection with the Goods or as a result of any recall of any Goods already sold by the Buyer to its customers under Condition 9.

10.2 Nothing in these Conditions shall limit or exclude the liability of either party for:

- (a) death or personal injury resulting from negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that cannot be otherwise excluded or limited by law.

10.3 Without prejudice to Condition 10.2, the Buyer's total liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited as follows:

- (a) for non-payment of invoices for Goods and/or Services purchased, to the amount unpaid; or
- (b) to the amount of charges paid by the Buyer to the Supplier for Goods and/or Services, but only to the extent that the Buyer has paid the twelve (12) months immediately prior to the time of the action arose.

11. Insurance

11.1 The Supplier shall at its own cost effect and keep in place with reputable insurers such policies as are appropriate and adequate having regard to the obligations and liabilities under the Contract. The Supplier shall on the written request of the Buyer from time to time provide the Buyer with reasonable details of the insurance maintained in force in accordance with this Condition. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition 11.

12. Confidentiality

12.1 The Supplier shall keep and procure to be kept secret and confidential all confidential information and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Buyer.

12.2 The Supplier shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the Buyer.

13. Intellectual Property

13.1 Any and all Intellectual Property created or acquired in the course of or as a result of any work carried out by the Supplier under or in pursuance of the Contract (i) based on designs or Specifications made available by the Buyer to the Seller; and/or (ii) solely and specifically for the benefit of the Buyer, shall, from the date of their creation or acquisition by the Supplier and otherwise promptly upon request by the Buyer, be assigned to the Buyer.

13.2 The Supplier shall grant or procure the grant of an adequate licence or sub-licence to the Buyer at no extra cost, of any Intellectual Property which is incorporated or utilised in any Goods or Services provided by the Supplier sufficient to enable the Buyer to use of such Goods and/or Services and to repair, update or maintain any work within which such Goods and/or Services are incorporated.

13.3 Any specifications, instructions, plans, drawings, tools, models, patterns, samples, designs or other materials (including copies), gauges, dies, jigs, moulds and any other equipment or articles either supplied by the Buyer to the Supplier in connection with a Contract, and/or paid for by the Buyer under a Contract ("**Materials**"), and all Intellectual Property in the same, shall remain the property of, and vest in, the Buyer.

13.4 All Materials shall be:

- (a) maintained in good condition by the Supplier at the Supplier's expense;
- (b) insured against all risks by the Supplier for their full replacement value;
- (c) repaired by the Supplier exclusively for the performance of a Contract;
- (d) if damaged, lost or destroyed while in the Supplier's possession or control, replaced by the Supplier at the Supplier's expense; and
- (e) clearly marked by the Supplier as being the property of the Buyer.

13.5 The Supplier hereby agrees and undertakes promptly at the request of the Buyer, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by the Buyer to give effect to the provisions and intentions of this Condition 13.

14. Termination

14.1 Subject to Condition 2.4, the Buyer may immediately terminate the Contract, return or reject (at the Supplier's risk and expense) any Goods already delivered, and to recover any monies paid by the Buyer in respect of any Goods and/or Services (and any additional expenditure incurred by the Buyer) without payment of compensation or other damages caused to the Supplier, by giving notice in writing to the Supplier if any one or more of the following events happens:

- (a) the Supplier commits a breach of any of its obligations under these Conditions which is incapable of remedy;
- (b) the Supplier fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under these Conditions after having been required in writing to remedy or desist from such breach within a period of thirty (30) days;
- (c) the Supplier proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to the Supplier under Section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by the Supplier or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors; or
- (d) any of the following occur:
 - (i) the Supplier is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (ii) the Supplier calls a meeting for the purpose of passing a resolution to wind up the Supplier or such a resolution is passed;
 - (iii) the Supplier presents, or has presented, a petition for a winding up order;
 - (iv) an application to appoint an administrator is made in respect of the Supplier or a notice of intention to appoint an administrator is filed in respect of the Supplier;
 - (v) any other steps are taken by the Supplier or any other person to appoint an administrator over the Supplier;
 - (vi) the Supplier has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or

(vii) the Supplier takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it.

14.2 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

14.3 Upon termination of the Contract for any reason whatsoever:

- (a) (subject to Condition 14.2 above) the relationship of the parties shall cease save as to and the extent expressly provided for in this Condition 14.3;
- (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and
- (c) the Supplier shall immediately return to the Buyer (or if the Buyer so requests by notice in writing, destroy) all of the Buyer's property (including the Materials) in its possession at the date of termination including all Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information.

15. Force Majeure

15.1 Neither party shall be liable to the other for its failure to comply with these Conditions, including in relation to payment, to the extent that such failure is caused by a Force Majeure Event.

16. Assignment, Sub-Contracting and the Contract and Third Party Rights

16.1 The Buyer reserves the right to perform any of its obligations or exercise any of its rights under the Contract through any other member of the same group of companies provided that any act or omission of any such other company shall be deemed to be the act or omission of the Buyer.

16.2 The Contract is personal to the Supplier. The Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of the Buyer.

16.3 The Buyer may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Supplier.

16.4 Save for any company within the Buyer's group of companies (as described in Condition 16.1 above) and the ability for a New Supplier to enforce Condition 17.1 below, no person who is not a party to these Conditions (including any employee, officer, agent, representative or subcontractor of either party) shall have any right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of these Conditions which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Condition 16.4.

16.5 The parties may, notwithstanding Conditions 16.1 to 16.4, and Section 2(1) of the Contracts (Rights of Third Parties) Act 1999, vary or cancel the Contract by agreement between them without requiring the consent of such third party.

17. TUPE

17.1 The parties acknowledge and agree that it is not the intention of the parties that the contracts of employment of the Supplier, employees, agents or subcontractors of the Supplier ("**Supplier Personnel**") shall during the term or on the expiry or termination of the Contract or at any time thereafter be transferred under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (the "**Regulations**") to the Buyer or to any new supplier engaged directly or indirectly by the Buyer to provide the Services (or similar services) on such termination (a "**New Supplier**"). If on expiry or termination of the Contract, or at any time thereafter, any contract of employment of any of the Supplier Personnel transfers to the Buyer or a New Supplier, it is agreed that, on discovering such a finding or allegation, the Buyer or the New Supplier will be entitled to terminate immediately the employment of the person concerned and the Supplier shall indemnify and keep indemnified the Buyer against all awards, losses, damages, costs, demands, liabilities, interest and expenses (including all legal fees) which the Buyer may suffer, sustain, incur, pay or be put to arising from any action, complaint, claim or other legal recourse of any kind whatsoever arising directly or indirectly out of the employment of such person or the termination of such employment (a "**Claim**") including for the avoidance of doubt any liability which the Buyer may incur to the New Supplier arising from any Claim.

18. Gifts and Bribery

18.1 The Supplier undertakes to the Buyer that, during the term of the Contract it will not engage in, consent to or connive in any activity, practice or conduct in any part of the world which would constitute an offence under the Bribery Act 2010, and that it will put in place, maintain and comply with adequate procedures (including those that may be notified to the Supplier by the Buyer from time to time) to prevent any person associated with it (in accordance with section 8 of the Bribery Act) from committing an offence under that Act.

19. General

19.1 The Supplier shall not exercise any right of lien, general or otherwise and whatsoever arising, over any Goods or any other property of the Buyer in the Supplier's possession, in respect of any sums owed by the Buyer to the Supplier under the Contract or otherwise.

19.2 Nothing in these Conditions shall create, or be deemed to create, a partnership, joint venture or relationship of the employer and employee or principal and agent between the parties and no employee of the Supplier shall be deemed to be or have become an employee of the Buyer.

19.3 No purported alteration or variation of these Conditions shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties.

19.4 The waiver by either party of any breach of these Conditions shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of these Conditions shall be in writing.

19.5 If at any time any part of these Conditions is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from these Conditions and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired as a result of that omission.

19.6 Any notice given under this Agreement shall be in writing and delivered by fax or registered post or e-mail to the address of the party specified in the Order, or such other address as is notified to the other party from time to time.

19.7 The Supplier shall not directly or indirectly, for the duration of the Contract and a period of six (6) months thereafter, employ, solicit or entice away, or attempt to employ, solicit or entice away, any personnel of the Buyer.

20. Law and Jurisdiction

20.1 These Conditions, the Contract and any dispute or claim arising out of or in connection with them shall be governed by, and construed in accordance with, the laws of England and all disputes or claims arising out of or relating to these Conditions and/or the Contract shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

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