

Terms and Conditions of Purchase

These Conditions will apply to all contracts between the Customer and the Supplier in relation to the purchase by the Customer of any and all Goods or Services. The definitions used in these Conditions are set out in Schedule 1.

1. Basis of Contract

- 1.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 1.3 The Order will be deemed to be accepted on the earlier of:
 - 1.3.1 the Supplier issuing written acceptance of the Order; or
 - 1.3.2 any act by the Supplier consistent with fulfilling the Order,at which point and on which date the Contract will come into existence ("**Commencement Date**").
- 1.4 All of these Conditions will apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 1.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

2. Supply of Goods

- 2.1 The Supplier will ensure that the Goods will:
 - 2.1.1 correspond with their description and any applicable Goods Specification;
 - 2.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - 2.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
 - 2.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 2.2 The Supplier will ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

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- 2.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier will remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing will not reduce or otherwise affect the Supplier's obligations under the Contract.
- 2.4 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 2.1, the Customer will inform the Supplier and the Supplier will immediately take such remedial action as is necessary to ensure compliance.
- 2.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 2.6 If Goods are wholly or partly made with steel, on receipt of a request from the Customer, the Supplier will promptly provide the Customer with test certification confirming that the composition of the steel meets the BS EN 10204 standard.

3. Delivery and Collection of the Goods

- 3.1 If the Supplier requires the Customer to return any packaging material, the Supplier will notify that fact in writing to the Customer in advance of delivery or collection (as the case may be).
- 3.2 If the Supplier delivers the Goods to the Customer:
 - 3.2.1 the Supplier will issue the Customer with a Certificate of Conformity in respect of the Goods;
 - 3.2.2 the Supplier will deliver the Goods on the Delivery Date, at the Delivery Time to the Delivery Location and in accordance with the Customer's reasonable instructions and site rules;
 - 3.2.3 the Supplier will ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
 - 3.2.4 the Supplier will not and will ensure that its drivers or couriers (as the case may be) do not unload their vehicles before the Customer gives its permission for unloading to commence;
 - 3.2.5 delivery of the Goods will be completed on the completion of unloading the Goods at the Delivery Location; and
 - 3.2.6 title and risk in the Goods will pass to the Customer on completion of delivery.
- 3.3 If the Customer collects the Goods from the Supplier:

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- 3.3.1 the Supplier will issue the Customer with a Certificate of Conformity in respect of the Goods;
 - 3.3.2 the Goods will be ready for collection by the Customer or the Customer's nominated representative on the Delivery Date, at the Delivery Time and at the Delivery Location;
 - 3.3.3 the Supplier will ensure that a delivery note is handed to the Customer on collection which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
 - 3.3.4 collection of the Goods will be completed on the loading of the Goods onto the transport vehicle arranged by the Customer at the Collection Location;
 - 3.3.5 the Supplier will ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 3.3.6 title and risk in the Goods will pass to the Customer when the Customer collects the Goods from the Supplier.
- 3.4 If the Supplier delivers less than the quantity of Goods ordered, the Customer will only pay for the Goods it has received and may:
- 3.4.1 request the balance of the Goods to be delivered immediately (and in any event within 7 days of the initial delivery); or
 - 3.4.2 cancel the delivery of the balance of the Goods without liability.
- 3.5 If the Supplier delivers more than 10% of the quantity of Goods ordered, the Customer may reject the excess Goods and any rejected Goods will be returnable at the Supplier's risk and expense and the Customer will only pay for the Goods it retains.
- 3.6 The Supplier will not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment will entitle the Customer to the remedies set out in clause 5.

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4. Supply of Services

- 4.1 The Supplier will from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
- 4.2 The Supplier will meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 4.3 In providing the Services, the Supplier will:
- 4.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - 4.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 4.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 4.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables will be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
 - 4.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 4.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
 - 4.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 4.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
 - 4.3.9 observe all health and safety rules and regulations and any other security requirements that apply at the Customer's premises;
 - 4.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain Customer Materials in good condition until returned to the Customer, and not

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dispose or use Customer Materials other than in accordance with the Customer's written instructions or authorisation;

- 4.3.11 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- 4.3.12 comply with any additional obligations as set out in the Service Specification.

5. Remedies

5.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Customer will, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- 5.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 5.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 5.1.3 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
- 5.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- 5.1.5 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

5.2 If the Goods are not delivered by the applicable date, the Customer may, at its option, claim or deduct 10% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 40% of the total price of the Goods. If the Customer exercises its rights under this clause 5.2 it will not be entitled to any of the remedies set out in clause 5.1 in respect of the Goods' late delivery.

5.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 2.1, then, without limiting or affecting other rights or remedies available to it, the Customer will have one or more of the following rights, whether or not it has accepted the Goods:

- 5.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

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- 5.3.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 5.3.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 5.3.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 5.3.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
 - 5.3.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 2.1.
- 5.4 These Conditions will extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 5.5 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

6. Customer's Obligations

The Customer will:

- 6.1.1 provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
- 6.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

7. Charges and Payment

- 7.1 The price for the Goods will be:
- 7.1.1 the price set out in the Order; and
 - 7.1.2 inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges will be effective unless agreed in writing and signed by the Customer.
- 7.2 The charges for the Services will be set out in the Order, and will be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges will include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.3 In respect of the Goods, the Supplier may invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier may invoice the Customer on completion of the Services to the Customer's satisfaction. Each

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invoice will include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- 7.4 In consideration of the supply of Goods and/or Services by the Supplier, unless otherwise agreed in writing, the Customer will pay the invoiced amounts within 60 days of the end of the month in which a correctly rendered invoice is received by the Customer to a bank account nominated in writing by the Supplier or by cheque.
- 7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer will, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 7.6 The Supplier will maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier will allow the Customer to inspect such records at all reasonable times on request.
- 7.7 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause 7.7 will not limit or affect any other rights or remedies available to it under the Contract or otherwise.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) will be owned by the Supplier.
- 8.2 The Supplier grants to the Customer, or will procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 8.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy any materials provided by the Customer to the Supplier for the term of the Contract solely for the purpose of providing the Services to the Customer.
- 8.4 All Customer Materials are the exclusive property of the Customer.

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9. Indemnity

9.1 The Supplier will indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

9.1.1 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Customer Materials);

9.1.2 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

9.1.3 any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

9.2 This clause 9 will survive termination of the Contract.

10. Insurance

During the term of the Contract and for a period of 5 years thereafter, the Supplier will maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and will, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. Confidentiality

11.1 Each party undertakes that it will not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

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

11.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party will ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 11; and

11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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11.3 Neither party will use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. Termination

12.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract:

12.1.1 with immediate effect by giving written notice to the Supplier if:

- (a) there is a change of control of the Supplier; or
- (b) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (c) the Supplier commits a breach of clause 4.3.8,

12.1.2 for convenience by giving the Supplier 1 month's written notice.

12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

12.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;

12.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

12.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

13. Consequences of Termination

13.1 On termination of the Contract, the Supplier will immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

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13.2 Termination or expiry of the Contract will not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract will remain in full force and effect.

14. **Dispute Resolution**

14.1 An Expert is a person appointed in accordance with this clause 14 to resolve any disagreement between the parties relating to the Goods or a Goods Specification if the Goods are wholly or partly made with steel.

14.2 Where under this agreement a party wishes to refer a matter to an Expert, the parties will first agree on the appointment of an independent Expert and agree with the Expert the terms of his appointment.

14.3 If the parties are unable to agree on an Expert or the terms of the Expert's appointment within seven days of either party serving details of a suggested expert on the other, either party will then be entitled to request EEF Limited to appoint a suitable and appropriate Expert with the required expertise.

14.4 The Expert is required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert.

14.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause 14, then:

14.5.1 either party may apply to EEF Limited to discharge the Expert and to appoint a replacement Expert with the required expertise; and

14.5.2 this clause 14 will apply to the new Expert as if they were the first Expert appointed.

14.6 The parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with any assistance and documents as the Expert reasonably requires to reach a decision.

14.7 Each party will with reasonable promptness supply each other with all information and give each other access to all documents, personnel and things as the other party may reasonably require to make a submission under this clause 14.

14.8 The Expert will act as an expert and not as an arbitrator. The Expert will determine the matters referred to the Expert under the agreement. The Expert's written decision on the matters referred to the Expert will be final and binding on the parties in the absence of manifest error or fraud.

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- 14.9 All matters concerning the process and result of the determination by the Expert will be kept confidential among the parties and the Expert.
- 14.10 Each party will act reasonably and co-operate to give effect to the provisions of this clause 14 and otherwise do nothing to hinder or prevent the Expert from reaching their determination.
- 14.11 The Expert and EEF Limited will have no liability to the parties for any act or omission in relation to this appointment, save in the case of bad faith.
- 14.12 If any other dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("**ADR notice**") to the other party the dispute, referring the dispute to mediation. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice.
- 14.13 For the avoidance of doubt, clause 14 will not prevent the Customer from immediately initiating court proceedings to seek any interim relief (including injunctive relief) or take advantage of any applicable time limitation.

15. **Force Majeure**

Neither party will be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

16. **General**

- 16.1 **Assignment and other dealings.** The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.
- 16.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier will remain responsible for all the acts and omissions of its subcontractors as if they were its own.

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- 16.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, will be effective unless it is agreed in writing and signed by the Customer.
- 16.5 **Waiver.** Except as set out in clause 1.5, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 16.6 will not affect the validity and enforceability of the rest of the Contract.
- 16.7 **Notices.** Any notice or other communication given to a party under or in connection with the Contract will be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 16.7, and will be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier, or sent by email to the address specific in [SPECIFY RELEVANT DOCUMENT OR PLACE]. A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.7; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier or on the date and at the time that the courier's delivery receipt is signed; if sent by email, at the time of transmission, or, if this time calls outside business hours in the place of receipt, when business hours resume. In this clause 16.7, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. This clause 16.7 does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.
- 16.8 **Third party rights.** No one other than a party to the Contract and their permitted assignees will have any right to enforce any of its terms.
- 16.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by and construed in accordance with the law of England and Wales.

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16.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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SCHEDULE 1

DEFINITIONS AND INTERPRETATION

PART 1

In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 1.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.4.

Contract: the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control will be construed accordingly.

Customer: the person or firm who purchases Goods and/or Services from the Supplier.

Customer Materials: has the meaning set out in clause 4.3.10.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

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

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Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.

Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

PART 2

In these Conditions, the following rules apply:

1. A reference to:
 - a. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - b. a party includes its successors and permitted assigns;
 - c. a statute or statutory provision is a reference to it as amended or re-enacted;
 - d. a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
 - e. **writing** or **written** includes fax and email.
2. Any words following the terms **including** or **include** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.