

These terms and conditions (these "Conditions") govern the sale and supply of all goods and services by Crescent Pharma Limited (the "Seller") to the Buyer and apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate. By placing an Order, the Buyer agrees to be bound by these Conditions, which represent the entire agreement between the parties in respect of their subject matter.

1. INTERPRETATION

1.1 Definitions.

In these Conditions, the following definitions apply:

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

Buyer: The person, firm, or company (or other corporate body) who purchases the Goods from the Seller.

Conditions: These terms and conditions as amended from time to time in accordance with clause 14.7.

Contract: The contract between the Seller and the Buyer for the supply of Goods and services (where applicable) in accordance with these Conditions.

Contract Price: the price of the Goods invoiced by the Seller to the Buyer.

Force Majeure Event: has the meaning given to it in clause 14.1.

Goods: the goods (or any part of them) that are the subject of an Order.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual Property Rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: The Buyer's order for the supply of Goods or services

Seller: As the context of the Contract determines the Seller shall be Crescent Pharma Limited

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase Goods from the Seller in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted when the Seller agrees to supply the Goods that are the subject of the Order, at which point and on which date the Contract shall come into existence. Acceptance may be communicated expressly (including by written or electronic order acknowledgement) or by conduct, including by the Seller dispatching or delivering the Goods. Any acceptance by the Seller is made solely on, and is expressly conditional upon the Buyer's agreement to, these Conditions, which shall govern the Contract to the exclusion of all other terms.

2.3 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this clause shall exclude or limit liability for fraudulent misrepresentation.

2.4 Any samples, descriptive matter or advertising issued by the Seller and any descriptions of the Goods contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of all and any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms or conditions contained or

referred to in the Buyer's Order, purchase order, acknowledgement, confirmation, specification or other document (whether or not such document is signed or otherwise acknowledged by the Seller) shall not form part of the Contract and are expressly excluded. No conduct by the Seller, including dispatch or delivery of the Goods or acceptance of payment, shall be construed as acceptance of any of the Buyer's terms or as a variation of these Conditions.

2.6 The Seller may from time to time engage a credit reference agent to conduct a credit check against the Buyer; in the event of a negative search result, the Seller may request the Buyer enter into a form of security with the Seller, require advance payment for future Orders, or reduce or terminate the credit facilities offered by it to the Buyer.

2.7 All Orders (other than those provided for in clause 2.8) are subject to a minimum order value of £100.00; any Order made below this threshold may, at the Seller's discretion, attract a £10 administration charge.

2.8 Orders made in and for delivery outside mainland UK are subject to a minimum order value of £500.00. Acceptance of Orders below this order value is at the discretion of the Seller.

2.9 The Seller reserves the right, at its sole discretion and without liability, to refuse or decline to accept any Order (in whole or in part) or to limit the quantities of Goods supplied, in each case without providing any reasons. The Seller shall not be obliged to accept any Order and no Order shall be binding on the Seller until accepted in accordance with clause 2.2.

3. GOODS

3.1 The Goods are referenced by specific types, names, brands or descriptions that are commonplace in the medical and pharmaceutical industry, and may occasionally be described in a catalogue produced by the Seller from time to time.

3.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Seller's use of the specification. The Seller shall have the right to conduct the defence of any such claim and the Buyer shall provide all reasonable cooperation and assistance in connection therewith. This clause 3.2 shall survive termination of the Contract.

3.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. The Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

3.4 The Seller is unable to advise the Buyer on the fitness of the Goods for any particular purpose, their storage or application. Unless the Seller gives written advice or a written recommendation, the Buyer is entirely responsible for satisfying itself that the Goods are fit for the intended use either by relying on their own expertise or by obtaining professional advice.

3.5 The Seller reserves the right to amend the specification if required by any applicable statutory or regulatory requirements.

3.6 All Intellectual Property Rights in any goods, materials, documents, formulations, or works created or developed by or on behalf of the Seller in connection with the Contract shall vest in and remain the sole and exclusive property of the Seller. Where Goods are manufactured to a specification supplied by the Buyer, the Buyer warrants that it owns or has validly licensed all Intellectual Property Rights subsisting in that specification and hereby grants the Seller a non-exclusive, royalty-free licence to use such specification solely for the purposes of fulfilling the relevant Order. The Buyer shall have no rights in any intellectual property of the Seller other than as expressly set out in these Conditions. This clause 3.6 shall survive termination of the Contract.

4. DELIVERY OF GOODS

4.1 The Seller shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods being delivered.

- 4.2 The Seller shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location")
- 4.3 Where the Goods are delivered by the Seller, delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.4 Any claims by the Buyer in respect of alleged shortage or damage or loss in transit must be notified to the Seller within 24 hours of delivery and confirmed in writing within three days of delivery taking place. Any evident damage to external packaging must be the subject of an endorsement on the Seller's delivery note at the time of delivery. No claim can be made by the Buyer under this clause if an acceptance note relating to the Goods has been signed by the Buyer or his agent or employee without reference to the alleged damage, shortage or loss in transit.
- 4.5 Any delivery dates quoted for the Goods are estimates only and the time of delivery shall not be of the essence. The Seller shall use reasonable endeavours to meet any stated delivery dates. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If delivery cannot be made due to the fault of the Buyer, the Goods shall be returned to the Seller who shall be entitled to re-sell them and the buyer will be responsible for all delivery costs in relation to the shipment. In circumstances where the Goods have been made to a specification the Seller and the Buyer shall agree another date for the delivery of the Goods however nothing in this clause shall remove any obligation on the Buyer to make payment in accordance with clause 9.
- 4.7 The Seller may deliver the Goods by instalments which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 4.8 If the Buyer requests a specific delivery date time and this delivery is then refused, the Buyer is responsible for all redelivery costs.
- 4.9 The Seller shall be under no obligation to make any delivery of Goods (including delivery of incomplete Orders) to the Buyer if the Buyer is in breach of any of these Conditions.
- 4.10 Back orders: Where the Seller is unable to supply all or part of any Order at the time of acceptance or delivery, the Seller may, at its discretion, place the unfulfilled quantity on back order or treat that part of the Order as cancelled, in each case without liability to the Buyer. The Seller shall be under no obligation to fulfil any back order. The Buyer shall not be entitled to require the Seller to supply any Goods that were not supplied at the original price, and any back-ordered or subsequently supplied Goods shall be charged at the Seller's price prevailing at the date of their actual supply (and not the price applicable at the date of the original Order). This clause 4.10 is without prejudice to clause 4.6 in respect of Goods manufactured to the Buyer's specification.
- 4.11 In the event of supply shortages, manufacturing interruptions, raw material constraints, increased demand or any other circumstance affecting the availability of the Goods, the Seller may allocate available stock between its customers in such manner as it considers appropriate in its sole discretion, in each case without liability to the Buyer. Any such allocation shall be without prejudice to the Seller's rights under clause 4.10.

5. SHORT DATED STOCK AND QUALITY OF GOODS

- 5.1 The Seller occasionally sells Goods that are close to their expiry date. It is the sole responsibility of the Buyer to ensure that all precautions are taken when selling such Goods to third parties. The Buyer hereby acknowledges its duty of care to third parties in these circumstances and shall indemnify the Seller against any claims, losses, costs and expenses arising from the Buyer's resale or use of such short-dated Goods.
- 5.2 The Seller warrants that on delivery the Goods shall:

- (a) be as described in any catalogue provided by the Seller from time to time or in any specification as appropriate
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)

5.3 Subject to clause 5.4 if:

- (a) the Buyer gives notice in writing within 5 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.2
- (b) the Seller is given a reasonable opportunity of examining such Goods
- (c) the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business, then the Seller shall, at its sole option, repair or replace the defective Goods, or refund the price of the defective Goods in full, and such remedy shall be the Buyer's sole and exclusive remedy for breach of clause 5.2

5.4 The Seller shall not be liable for the Goods' failure to comply with the warranty in clause 5.2 if:

- (a) the Buyer makes any further use of such Goods after giving a notice in accordance with clause 5.3;
- (b) the defect arises because the Buyer failed to follow the manufacturer's oral or written instructions as to the storage, use or maintenance of the Goods;
- (c) the defect arises as a result of the Seller following any specification supplied by the Buyer; (d) the defect arises as a result of fair wear and tear, wilful damage, or negligence;
- (e) the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.5 Except as provided in this clause 5, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.2.

5.6 The terms of these Conditions shall apply to any replacement Goods supplied by the Seller under clause 5.3.

6. RETURNS AND RECALLS

6.1 Specifically ordered or non-stock items or those manufactured to the Buyer's specification are not returnable.

6.2 Costs of collection and re-delivery of replacement items will be met by the Buyer unless attributable to the negligence of the Seller.

6.3 Only Goods returned in saleable condition and in their original packaging can be accepted for credit. Returns must be requested within 3 days of the date of their delivery to ensure that the Seller adheres to MHRA policy.

6.4 The Seller reserves the right to levy a reasonable re-stocking and handling charge of up to 20% of the Contract Price for the returned Goods.

6.5 All returns must be sanctioned by the Seller prior to Goods being brought back.

6.6 Should the Seller recall the Goods for any reason, the Buyer shall return the Goods to the Seller immediately at the Seller's cost (save where the recall arises from the Buyer's act or omission, in which case the Buyer shall bear such costs). If the Goods cannot be replaced with a suitable substitute credit will be made to the Buyer's account for the price paid for the Goods.

6.7 The Buyer shall provide all information and assistance reasonably requested by the Seller in connection with any recall, market withdrawal, quality defect investigation, pharmacovigilance investigation or regulatory enquiry, and shall maintain complete and accurate traceability records sufficient to identify the source and onward recipients of the Goods. The Buyer shall act promptly on, and comply with, any reasonable instructions given by the Seller or any competent authority in relation to a recall or withdrawal, and shall promptly cease further supply of, and use reasonable endeavours to

retrieve, any affected Goods. The Buyer shall notify the Seller without delay on becoming aware of any matter that may give rise to a recall, withdrawal or regulatory action affecting the Goods. This clause 6.7 shall survive termination of the Contract.

7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Buyer on completion of delivery where the Goods are delivered by the Seller. Where the Goods are collected by the Buyer, the risk in the Goods shall pass to the Buyer when the employees or agents of the Seller have completed lading to the satisfaction of the vehicle's driver.

7.2 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full with cleared funds for:

(a) the Goods; and (b) all other sums which are or which become due to the Seller from the Buyer on any account

7.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis as the Seller's bailee;
- (b) store the Goods so that they remain readily identifiable as the Seller's property from all other goods held by the Buyer;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery, and shall on request provide the Seller with evidence of such insurance;
- (e) notify the Seller immediately if it becomes subject to any of the events listed in clause 12.1;
- (f) give the Seller such information relating to the Goods as the Seller may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of its business.

7.4 In the event that the Buyer shall in the course of its business dispose of the Goods to a bona fide purchaser without notice of the Seller's rights then the Buyer shall have a duty to account to the Seller for the proceeds of that sale.

7.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 12.1, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

7.6 From the time that risk in the Goods passes to the Buyer, the Buyer shall store, handle and transport the Goods in accordance with the storage and transport conditions specified by the manufacturer or on the product labelling (including any temperature, light or humidity requirements and any cold-chain requirements) and in accordance with all applicable good distribution practice. The Buyer shall be responsible for maintaining the integrity, security and traceability of the Goods within its possession or control so as to prevent contamination, tampering, theft, diversion or the introduction of falsified product, and shall notify the Seller promptly on becoming aware of any suspected quality defect, tampering or falsification affecting the Goods.

8. BUYER'S OBLIGATIONS

8.1 The Buyer shall:

- (a) ensure that the terms of the Order and any specification are complete and accurate;

- (b) in the event that the Goods do not accord with the Order, the Buyer must notify the Seller within 24 hours from the date of delivery and be confirmed in writing to the Seller within three days, failing which the Buyer will be deemed to have accepted the Goods;
- (c) ensure that it complies at all times with all applicable laws, regulations, and any direction required by its regulatory authority.
- (d) comply with all applicable anti-bribery and anti-corruption legislation including the Bribery Act 2010, and shall not offer, give, request or accept any financial or other advantage in connection with the Contract, and shall maintain adequate procedures designed to prevent bribery within its organisation and by persons associated with it;
- (e) comply with all applicable data protection legislation including the UK General Data Protection Regulation and the Data Protection Act 2018 in connection with any personal data processed pursuant to the Contract, and shall not by any act or omission cause the Seller to be in breach of its own data protection obligations; and
- (f) comply with all applicable modern slavery and human trafficking legislation including the Modern Slavery Act 2015, and shall maintain appropriate policies and procedures to ensure compliance within its own supply chain in connection with the Contract.
- (g) comply with all applicable export control, sanctions, customs and trade laws and regulations, and shall not export, re-export, sell, supply or otherwise make available the Goods, directly or indirectly, to any person, entity or destination in breach of such laws or any applicable trade or economic sanctions.

8.2 The Buyer warrants and undertakes that it holds and shall maintain throughout the term of the Contract all licences, authorisations, registrations and permissions required by law and by the Medicines and Healthcare products Regulatory Agency (or any successor or equivalent authority) to receive, hold, store, distribute and (where applicable) resell the Goods, including as appropriate a wholesale dealer's licence (WDA(H)), registration as a pharmacy, or other applicable authorisation. The Buyer shall provide the Seller with evidence of such authorisations on request, and shall notify the Seller immediately if any such authorisation is suspended, revoked, varied or made subject to conditions. The Seller may suspend or refuse any delivery, or decline to accept any Order, where it is not reasonably satisfied that the Buyer holds the requisite authorisations.

8.3 The Buyer shall not onward supply, sell or otherwise make available the Goods to any person whom the Buyer knows or ought reasonably to suspect is not authorised to receive them, and shall comply with all applicable requirements relating to the prevention of falsified medicines entering the supply chain. The Buyer shall maintain accurate records of the receipt and onward supply of the Goods sufficient to enable a full audit trail and product recall, and shall make such records available to the Seller or any competent authority on reasonable request. The Buyer shall maintain systems and procedures sufficient to comply with all applicable good distribution practice (GDP) requirements and requirements relating to the detection and prevention of falsified medicines.

8.4 The Buyer shall not knowingly export, divert, repackage, relabel or otherwise transfer Goods in a manner that may adversely affect the Seller's commercial interests, regulatory obligations or market supply arrangements.

8.5 The Buyer shall indemnify, and keep indemnified, the Seller in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller arising out of or in connection with any breach by the Buyer of the Contract, any negligent or wrongful act or omission of the Buyer or its employees, agents or subcontractors, or any claim brought against the Seller by a third party arising out of the Buyer's storage, handling, onward supply, resale or use of the Goods. This clause 8.5 shall survive termination of the Contract.

9. CHARGES AND PAYMENT

9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Seller's published price list exclusive of VAT, as at the date of delivery. The price of the Goods is inclusive of all costs and charges of packaging, insurance, transport of the Goods unless otherwise agreed in writing.

9.2 The Seller reserves the right to increase the price of the Goods by giving written notice to the Buyer at any time before delivery, and (in respect of back-ordered or unsupplied Goods) as further provided in clause 4.10, to reflect any increase in the cost of the Goods to the Seller that is due to:

- (a) any factor beyond the control of the Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Buyer to change the delivery date(s), the number of deliveries, quantities or types of Goods ordered, or any specification
- (c) any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give the Seller adequate or accurate information or instructions in respect of the Goods.

9.3 The Seller shall invoice the Buyer on or at any time after completion of delivery of the Goods, or where credit facilities are unavailable before delivery takes place.

9.4 The Buyer shall pay each invoice submitted by the Seller in cleared funds and without deduction or set off, in accordance with the terms stated on the Seller's invoices from time to time. Where no payment period is specified on the relevant invoice or otherwise agreed in writing, payment shall be due within thirty (30) days of the date of the invoice. Payments may be made electronically direct to the Seller's bank account, or by cheque; the Buyer's attention is drawn to the clearance time for cheques through the banking system and made aware that the Contract Price will remain due up to and until such a time as the Seller receives cleared funds from the Buyer.

9.5 Time for payment of the Seller's invoice shall be of the essence of the Contract.

9.6 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT") which shall be payable in addition upon receipt of a valid VAT invoice.

9.7 Without limiting any other right or remedy of the Seller, if the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment ("Due Date"), the Seller shall have the right to levy interest and charges on the overdue amount either:

- (a) at a rate of 4% per annum above the base lending rate of Barclays Bank plc from time to time, such interest accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment (which the parties acknowledge and agree represents a reasonable charge that protects the Seller's legitimate interest in receiving timely payment and in being compensated for the financing costs and administrative burden of late payment, and is not disproportionate); or
- (b) if and to the extent that the rate in clause 9.7(a) is for any reason held to be unenforceable, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or such amendment or replacement authority in place from time to time. The Seller further reserves the right to withdraw any loyalty discount that may be due to the Buyer should it fail to make any payment to the Seller on the date that it falls due.

9.8 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may, without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

9.9 Non-payment by the Buyer by the Due Date shall entitle the Seller to declare all outstanding balances under the Contract or any other contract or agreement between the parties, whether due or not, immediately due and payable, and to cancel forthwith any outstanding orders without prejudice to all other rights the Seller may have.

10. CONFIDENTIAL INFORMATION

Neither party shall during and for a period of five (5) years after termination of the Contract, without the prior written consent of the other party, use or disclose to any other party any information of the other party which is identified as confidential or which is confidential by its nature, save where: (i) such disclosure is required by law or regulation; (ii) the information is or becomes publicly available other than through a breach of this clause; (iii) the receiving party can demonstrate by written records that the information was already in its possession prior to disclosure; (iv) the information is independently developed by the receiving party without reference to the confidential information; or (v) the information is received from a third party who is not under any obligation of confidentiality in respect of it. Each party acknowledges that damages alone may not be an adequate remedy for breach of this clause and the disclosing party shall be entitled to seek injunctive or other equitable relief. This clause 10 shall survive termination of the Contract.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (e) defective products under the Consumer Protection Act 1987.

11.2 Subject to clause 11.1:

(a) The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of anticipated savings, loss of goodwill, loss of revenue, loss of data, or any indirect or consequential loss arising under or in connection with the Contract.

(b) The Seller's total aggregate liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Buyer for the Goods giving rise to the claim.

11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.4 This clause 11 shall survive termination of the Contract.

12. TERMINATION

12.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:

- (a) the Buyer defaults in any of its payment obligations
- (b) the Buyer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing of the breach
- (c) any distress or execution is levied upon any assets of the Buyer
- (d) a winding up petition is filed in relation to the Buyer, or where the Buyer is an individual, they become subject to a bankruptcy petition or order
- (e) the Buyer makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a Court of competent jurisdiction for protection from its creditors

or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Buyer

- (f) the financial position of the Buyer deteriorates to such an extent that in the opinion of the Seller the capability of the Buyer adequately to fulfil its obligations in accordance with the Contract has been placed in jeopardy or
- (g) the Buyer suspends, or threatens to suspend, payment of its debts and/or threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business

12.2 Without limiting its other rights or remedies, the Seller may terminate the Contract:

- (a) by giving the Buyer 14 days' written notice or
- (b) with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment

12.3 Without limiting its other rights or remedies, the Seller shall have the right to suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if:

- (a) the Buyer fails to pay any amount due under the Contract on the due date for payment
- (b) the Buyer becomes subject to any of the events listed in clause 12.1, or the Seller reasonably believes that the Buyer is about to become subject to any of them

13. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest, and shall pay for any Goods delivered or dispatched prior to the date of termination for which an invoice has not yet been submitted
- (b) the accrued rights and remedies of the Seller as at termination shall not be affected, 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 and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect

14. GENERAL

14.1 Force majeure:

- (a) For the purposes of the Contract, "Force Majeure Event" means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or by any failure of the Seller's subcontractors to supply the Seller.
- (b) The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Seller from providing any of the Goods for more than 30 days, the Seller shall, without limiting its other rights or remedies, have the right to terminate the Contract (without liability) immediately by giving written notice to the Buyer.

14.2 Assignment and subcontracting:

- (a) The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Buyer shall not, without the prior written consent of the Seller (which may be withheld in its sole discretion), assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. Any purported assignment in breach of this clause shall be void.

14.3 Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract is only effective if it is in writing and signed by an authorised representative of the Seller, and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the Seller in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.4 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.5 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.6 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.7 Variation: Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by an authorised representative of the Seller.

14.8 Costs of enforcement: The Buyer must pay to the Seller all and any reasonable expenses and legal costs (including debt recovery agency fees) incurred by the Seller in taking any steps, including Court action, to enforce the Buyer's obligations under the Contract, including but not limited to the payment of any monies owed by the Buyer to the Seller.

14.9 Notices: Any notice or other communication required to be given under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first-class post or recorded delivery to the other party's registered office, or sent by email (with written confirmation of receipt requested) to such address as a party may notify to the other in writing from time to time. A notice delivered personally shall be deemed received at the time of delivery; a notice sent by first-class post shall be deemed received two (2) Business Days after the date of posting; and a notice sent by email shall be deemed received at the time of transmission, provided no automated delivery failure notification is received by the sender. This clause does not apply to the service of any proceedings or other documents in any legal action or arbitration proceedings.

14.10 Cyber security: Each party shall maintain appropriate technical and organisational measures to protect its systems and data (including any data of the other party in its possession or control) from unauthorised access, loss, malware, ransomware and other cyber security incidents, and shall notify the other party without undue delay on becoming aware of any such incident that affects or is likely to affect the other party or the performance of the Contract.

14.11 Governing law and jurisdiction: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.