



TERMS AND CONDITIONS FOR PURCHASE OF

GOODS, PLANT AND MATERIALS AND SERVICES

1 Interpretation and Definitions**1.1 Definitions:**

'KEE' means KEE Process Limited or any of its subsidiaries.

'Commencement Date' has the meaning given in clause 2.3.2.

'Contract' the contract between the Customer and the Supplier for the purchase of Goods and supply of Services in accordance with these conditions.

'Conditions' the terms and conditions set out in this document as amended from time to time.

'Contract Date' means the date stated on the Client Proposal/Quotation as the start date.

'Customer' means the purchaser of the Goods and/or the services from the Supplier under the Contract, namely KEE Process Limited (company number 00543552) whose registered office is at College Road North, Aston Clinton, Aylesbury, Bucks, HP22 5EZ.

'Customer Materials' has the meaning set out in clause 11.

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

'Delivery Date' the date specified in the Purchase Order or, if none is specified, within 7 days of the date of the Order.

'Delivery Location' the address for delivery of Goods and/or where Services are to be supplied as set out in the Purchase Order.

'Goods' means any product (or any part of them) supplied by the Supplier under the Contract or direct to the Customer as set out in the Purchase Order.

'Intellectual Property Rights' patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, 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.

'Kee Policies' shall mean all relevant policies and site rules of KEE Process Limited and its subsidiaries, including without prejudice to the generality of the foregoing safety, health and environmental rules, as amended by notification to the Supplier from time to time.

'Materials' means any materials or Goods used in the performance of the Contract.

'Normal Working Hours' means the hours between 9am and 5pm (inclusive) on any working day.

'Purchase Order' means the Customer's order for the Goods and/or Services as set out in the Customer's Purchase Order form.

'Price' shall mean the price or rates specified in the Purchase Order.

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

'Site' shall mean the location(s) where the Goods are to be delivered or the Services to be supplied.

'Specifications' any description or specification for the Goods and Services that is agreed in writing by the Customer and the Supplier.

'Supplier' means the person or firm from whom the Customer purchases the Goods and Services.

'Working Day' means any day other than Saturday or Sunday or a Bank or Public Holiday.

1.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its successors or permitted assigns.

(c) A reference to legislation or legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms **including, include, in particular, for example** or any similar expressions shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to **writing** or **written** includes fax and email.

2 Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 If performance of the Contract requires the Customer to have any permit or licence the Contract is subject to such permit or licence being available at the required time.

2.4 Once notification from the Customer to the Supplier has been given that it has the necessary permit or licence in accordance with clause 2.3, the Order shall only be deemed to be accepted on the earlier of:

2.4.1 The Supplier issuing a written acceptance of the Order; and

2.4.2 The supplier doing any act consistent with fulfilling the Order.

At this point the Contract shall come into existence (**Commencement Date**).

3 Goods

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 Conform to any specification, samples, quality and description specified or referred to in the Order Confirmation; and

3.1.2 Be free from material defects in design, material and workmanship; and

3.1.3 Be of satisfactory quality and fit for any purpose held out by the Supplier; and

3.1.4 Conform to any relevant British Standards, statutory requirements, KEE policies and best industry practices;

3.2 The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following inspection or testing, the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 Services

4.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to the Customer in accordance with the terms of the Contract.

4.2 The Supplier shall meet any performance dates for the Services specified in the Purchase 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 The Supplier is deemed to have understood the nature and extent of the Services and to have inspected the Site (including ground conditions and existing structures).

4.4 The Supplier shall not commence the supply of Services on Site before obtaining the consent of the Customer.

4.5 In providing the Services, the Supplier shall:

4.5.1 Co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

4.5.2 Prevent any nuisance or trespass or other interference with the rights of the owner, any tenant or occupier of the Site or adjoining land and shall indemnify the Customer in relation to any such claims and costs arising from its failure to perform these obligations;

4.5.3 Perform the Services with the best care, skill and experience to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

4.5.4 Ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;

4.5.5 Be performed in accordance with any relevant time or maintenance schedule or call out requirements specified in the Purchase Order and with such time period as may be required by the Customer;

- 4.5.6 Provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 4.5.7 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;
- 4.5.8 ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
- 4.5.9 Comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services and with Kee Policies;
- 4.5.10 Observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises or Site;
- 4.5.11 Not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purpose of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services;
- 4.5.12 The Customer reserves the right to require the removal of any person on Site authorised by the Supplier who has failed to comply with clause 4.5.
- 4.6 The Supplier shall not be entitled to claim damages, additional sums or extensions of time for completion of the Contract caused by their failure to discover or foresee any site conditions, risks, contingencies or circumstances (whether or not the same ought reasonably to have been discovered) which may affect completion of the Contract.
- 4.7 The Supplier shall not be entitled to rely upon any survey, report or other information supplied by, or on behalf of, the Customer regarding the Site and is required to make their own investigations. Upon the Supplier's request to do so, the Customer shall grant such access to the Site as is reasonable for this purpose.
- 4.8 All minerals, metals, objects and other things found or discovered on, under or around the Site shall be the property of the Customer.

5 Delivery of Goods

- 5.1 The Supplier shall ensure that:
 - 5.1.1 The Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 5.1.2 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, special storage instructions (if any) and, if the Goods are being delivered in instalments, the outstanding balance of Goods remaining to be delivered; and
 - 5.1.3 if the Supplier requires the Customer to return any packaging materials to the Supplier this shall be clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier;
 - 5.1.4 On or before the delivery of the Goods (or the earlier termination of the Contract) the Supplier shall provide the Customer with all necessary operating and maintenance manuals;
 - 5.1.5 If any Goods are hazardous, they are appropriately labelled by the Supplier in English and will comply with all relevant regulations as to packaging, labelling and transportation including a declaration of the hazard when being transported. Any information known by the Supplier regarding potential hazard shall be promptly communicated to the Customer.
- 5.2 The Supplier shall deliver the Goods:
 - 5.2.1 On the Delivery Date;
 - 5.2.2 At the Delivery Location; and
 - 5.2.3 During the Customer's Normal Working Hours or as instructed by the Customer.
- 5.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 5.4 If the Supplier:
 - 5.4.1 Delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
 - 5.4.2 Delivers more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 5.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the goods are to be delivered in 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 shall entitle the Customer to the remedies set out in clause 6.

6 Customer Remedies - Goods

- 6.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1 then, without limiting any of its other rights or remedies, and whether or not it accepts the Goods, the Customer may exercise any one or more of the following rights and remedies:
 - 6.1.1 To terminate the Contract with immediate effect by giving written notice to the Supplier;

- 6.1.2 To reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- 6.1.3 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);
- 6.1.4 To refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.1.5 To recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
- 6.1.6 To claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 6.2 If the Goods are not delivered on the Delivery Date the Customer may, at its option, claim or deduct by way of liquidated damages 10% of the price of the Goods for each week's delay in delivery until the earlier of delivery or termination or abandonment of the Contract by the Customer. If the Customer exercises its rights under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).
- 6.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6.4 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7 Customer Remedies - Services

- 7.1 If the Supplier fails to perform the Services by the applicable dates, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
 - 7.1.1 to terminate the contract with immediate effect by giving notice in writing to the Supplier;
 - 7.1.2 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 7.1.3 to recover from the Supplier any costs incurred by the Customer in obtaining substituted services from a third party;
 - 7.1.4 to require a refund from the supplier of sums paid in advance for Services that the Supplier has not provided; and
 - 7.1.5 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.
- 7.2 If the Services are not performed by the applicable date the Customer may, at its option, claim or deduct by way of liquidated damages 10% of the price of the Services for each week's delay in performance of the Services until the earlier of performance or termination or abandonment of the Contract by the Customer. If the Customer exercises its rights under this clause 7.2 it shall not be entitled to any of the remedies set out in clause 7.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).
- 7.3 If the Supplier has supplied Services that do not comply with the requirements of clause 4.3.3 then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights:
 - 7.3.1 To terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.3.2 To return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 7.3.3 To require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 7.3.4 To refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 7.3.5 To recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
 - 7.3.6 To claim damages for any additional costs, loss or expenses incurred by the Customer arising from the supplier's failure to comply with clause 4.3.3.
- 7.4 These Conditions shall extend to any substituted or remedial services provided by the Supplier.
- 7.5 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

8 Customer obligations

- The Customer shall:
 - 8.1 provide the Supplier with reasonable access at reasonable times to the Customer's premises or Site for the purpose of providing the Services;
 - 8.2 Provide such necessary information for the provision of the Services as the Supplier may reasonably request.

9 Title and risk

- 9.1 Title of the goods shall become the property of the Customer upon the earlier of delivery or payment (or part payment thereof);
- 9.2 Where the Customer pays part of the Price before taking delivery of the Goods (or part thereof) then such payment shall be regarded as a part payment and not as a deposit.

- 9.3 Risk in the Goods including all risk of loss or damage shall remain the Supplier's risk until the Goods have been correctly delivered and possession has been taken by the Customer.
- 9.4 The Customer accepts no responsibility for Goods delivered in excess of the Purchase Order requirement.
- 9.5 All Goods which are rejected or returned by the Customer shall be at the risk of the Supplier following receipt of written notice by the Customer of rejection or return of the Goods and, in any event, during transit to the Supplier.
- 9.6 The Supplier shall be responsible for collecting rejected or returned Goods at their own cost.

10 Price

- 10.1 The Price of the Goods and Services shall be the price set out in the Purchase Order and all such Prices are fixed and inclusive of all Services and Materials necessary for the performance of the Contract and includes the cost of packaging, insurance and carriage of the Goods.
- 10.2 The Price of the Goods and Services excludes amounts in respect of Value Added Tax (VAT) which the Customer shall be liable to pay to the Supplier at the prevailing rate subject to receipt of a valid VAT invoice.
- 10.3 No extra charges shall be effective unless agreed in writing with the Customer.
- 10.4 The Supplier may invoice the Customer for the Price of the Goods and Services plus VAT at the prevailing rate (if applicable) on or any time after the completion of the Services or of delivery of the Goods. The Supplier shall ensure that the invoice includes the Purchase Order number, the date of the order, the invoice date and number, a description of the Goods and Services, the location and date of delivery of the Goods invoiced, the location and date of performance of the Services invoiced, the price payable and the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.
- 10.5 The Customer shall pay correctly rendered invoices within 60 days after the end of the calendar month during which the invoice is received. Payment shall be made to the bank account nominated in writing by the Supplier.
- 10.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest under this clause will accrue at 2% per annum above the Bank of England's base rate from time to time.
- 10.7 The Customer may at any time 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 liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

11 Customer Materials

- 11.1 Where the Customer issues Materials to the Supplier for the purpose of the Contract the Supplier acknowledges that all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (Customer Materials) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer and shall only be used in the performance of the Contract. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation. Where Materials are wasted as a result of substandard workmanship or negligence of the Supplier, the Supplier shall reimburse the Customer for the cost of suitable replacements.

12 Intellectual Property Rights

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
- 12.2 Unless prior written consent has been provided by the Customer, the Supplier shall not use any of the Customer's trademarks or logos. Such consent shall be by way of licence which the Customer may terminate at any time upon written notice to the Supplier.
- 12.3 Where the Contract provides for manufacture to the Customer's designs, the Supplier shall inform the Customer of any invention or improvement in design or method of manufacture and any such invention, improvement in any patent or registered design in respect thereof and any copyright in drawings, documents or specifications relating thereto shall be owned by the Customer. The Supplier shall provide such assistance as may be necessary to enable the Customer to obtain patent, registered design or similar rights throughout the world.
- 12.4 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty free licence to copy the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 12.5 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 for the purpose of providing the Services to the Customer.

13 Indemnity

- 13.1 The Supplier shall 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 reasonable professional costs and expenses suffered or incurred by the Customer as a result of or in connection with:
- 13.1.1 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, and/or the receipt, use or supply of the Services (excluding the Customer Materials) to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 13.1.2 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 Goods and supply of the Services, to the extent that they are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 13.1.3 Any claim made against the Customer by a third party arising out of or in connection with the supply of Goods and Services, to the extent that such a claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 13.2 This clause 13 shall survive termination of the Contract.

14 Insurance

- 14.1 During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover all liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt of the current year's premium in respect of each insurance.
- 14.2 If the Supplier fails to take out and maintain such insurance cover the Customer may do so and recover the premiums from the Supplier as a debt. The Supplier shall promptly and accurately use all reasonable endeavours to assist with any insurer queries and the Customer shall be entitled to withhold payment of the Price or part thereof until cover is in place.
- 14.3 The Supplier shall give immediate notice to the Customer in the event of any accident or damage likely to form the subject of a claim and shall use all reasonable endeavours to provide information and assist with any requirements by the Customer or their insurers.
- 14.4 The Supplier shall not admit, repudiate, negotiate, pay or settle any claim arising without the written consent of the Customer and their insurers.
- 14.5 The Supplier shall permit insurers to issue proceedings in the name of the Supplier and shall assist as necessary to recover any damages or secure any indemnity from a third party in respect of any matters covered by the insurance.

15 Confidentiality

- 15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- 15.2.1 To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
- 15.2.2 As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16 Compliance with relevant laws and policies

- 16.1 In performing its obligations under the Contract, the Supplier shall:
- 16.1.1 Comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- 16.1.2 Comply with the Customer's own policies ('Kee Policies').

17 Termination

- 17.1 The Customer may terminate the Contract in whole or in part at any time before delivery of the Goods or performance of the Services with immediate effect by giving the Supplier one month's written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

- 17.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 17.2.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of the Supplier being notified in writing to do so;
- 17.2.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 17.2.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business;
- 17.2.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 17.2.5 the Supplier's financial position deteriorates so far as to reasonably justify the option that its ability to give effect to the terms of the Contract is in jeopardy.
- 17.3 On termination of the Contract, the Supplier shall immediately return all Customer Materials and all Deliverables whether or not then complete. 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 shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 17.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 17.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

18 Force Majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 weeks, the Customer may terminate the Contract by giving one month's written notice to the Supplier.

19 Assignment and other dealings

- 19.1 The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the contract.
- 19.2 The Supplier may not assign, transfer, mortgage, charge, delegate, 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.
- 19.3 The Supplier shall pass to the Customer the benefit of all warranties and guarantees received by the Supplier from its suppliers.
- 19.4 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 shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

20 Entire Agreement

- 20.1 The Contract constitutes the entire agreement between the parties.
- 20.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

21 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 agreed in writing and signed by the Customer.

22 Waiver

- 22.1 Waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 22.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 23 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 Notices

- 24.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) Delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (ii) Sent by email to the following addresses (or an address substituted in writing by the party to be served:
Supplier: [XXX]
Customer: KEE PROCESS LIMITED, COLLEGE ROAD NORTH, ASTON CLINTON, AYLESBURY, BUCKS, HP22 5EZ
- 24.2 Any notice shall be deemed to have been received:
- (i) If delivered by hand, at the time the notice is left at the proper address;
- (ii) If sent by pre-paid first class post or other next working day delivery service, at 9am on the second Working Day after posting; or
- (iii) If sent by email, at the time of transmission, or, if this time falls outside Normal Working Hours in the place of receipt, when Normal Working Hours resume.
- 24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25 Third Party Rights

- 25.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 25.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

26 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, shall be governed by and construed in accordance with the law of England and Wales.

27 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall 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.