

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions the following words and expressions have the following meanings:

Applicable Laws all applicable laws together with any industry codes of practice in effect from time to time;

Business Day any day which is not a Saturday, a Sunday or a bank holiday in England;

Cadent Cadent Gas Limited with company number 10080864 and registered address at Cadent, Pilot Way, Ansty, Coventry, England, CV7 9JU;

Conditions these terms and conditions and any special terms and conditions agreed in writing between Cadent and the Supplier;

Confidential Information the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of the Contract;

Contract any contract between Cadent and the Supplier for the purchase of Goods and/or Services pursuant to an Order incorporating these Conditions;

Data Protection Laws the General Data Protection Regulation (EU) 2016/679 (EU GDPR) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; Data Protection Act 2018 (including the UK GDPR); the Privacy and Electronic Communications Regulations 2003; and any further applicable laws and statutory instruments relating to such regulations, data protection or privacy, all from time to time;

Employment Liabilities any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages,

compensation and other liabilities including those incurred by or attributed to any New Supplier or sub-contractor of Cadent (which shall, for the avoidance of doubt, include any incurred as a result of an indemnity or warranty given, or to be given, by Cadent to a New Supplier or sub-contractor);

Goods the goods (including any part or parts of them) which the Supplier is to provide to Cadent pursuant to the Order;

Intellectual Property Rights any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world in each case whether registered or not and including any application for registration of the foregoing;

New Supplier any person that provides services in replacement of any of the Services whether those services are the same as or similar to any or all of the Services;

Order any order from Cadent to the Supplier for the supply of Goods and/or Services in such form as the Cadent may determine from time to time;

Services the services, including minor works, which the Supplier is to provide to Cadent pursuant to the Order in accordance with these Conditions;

Site the site for the provision of the Services as set out in the Order;

Specification the specifications or stipulations for the Goods and/or Services in the applicable Order or otherwise agreed in writing between the parties;

Supplier the person, firm or company to whom the Order is addressed;

Transfer Regulations the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

VAT value added tax charged in accordance with the Value Added Tax Act 1994 (as amended).

1.2 Drafting Conventions

- (a) The headings to Conditions are inserted for convenience only and shall not affect the interpretation of these Conditions.
- (b) The words "other", "including" and "in particular" shall not limit the generality of any preceding words.
- (c) References to any legislation or legislative provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2 BASIS OF CONTRACT

2.1 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. (

2.2 The Order is an offer made by Cadent to the Supplier and the Contract shall come into effect upon the earlier of:

(a) written acceptance of the Order by the Supplier; or

(b) the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence. The Order number must be quoted on all correspondence and all invoices relating to such Order.

3 DELIVERY

3.1 The Supplier shall deliver the Goods in accordance with Cadent's delivery instructions whether given in the Order or separately. Where no instructions are given, delivery shall be Delivered Duty Paid (DDP) Incoterms 2020. Delivery of the Goods shall be effected when such

Goods have been safely unloaded at the location stated in this Order and, without prejudice to Cadent's rights under Condition 4.1, a duly authorised representative of Cadent has accepted the delivery.

Cadent shall have the right to change its delivery instructions at any time, on paying any additional reasonable costs to be incurred by the Supplier as a result of any such change provided the Supplier mitigates such costs, such costs are agreed in advance in writing by Cadent and provided the Supplier promptly submits proper invoices, vouchers or receipts for such costs to Cadent. Where Cadent demands the postponement or suspension of a delivery date, the Supplier shall store the Goods and, with the prior written consent of Cadent, insure them at Cadent's cost against damage, destruction or other loss.

On or before delivery the Supplier shall provide Cadent in writing with (i) a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied and information concerning any changes in such properties or ingredients and (ii) all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods. Cadent will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any other relevant Applicable Laws.

A detailed advice note quoting the Order number shall accompany the Goods.

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

The Supplier shall not deliver the Goods in instalments without Cadent's prior written consent. Where it is agreed that the Goods are 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 shall entitle Cadent to the remedies set out at Condition 9 (Warranties).

ACCEPTANCE

4.1 Cadent shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent. No inspection or testing by Cadent whether before or after delivery of the Goods nor the signing of any delivery note shall be deemed to constitute acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 nor be deemed a waiver of Cadent's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract, Order and Specification.

5 TITLE AND RISK

5.1 Title in the Goods shall pass to Cadent on the earlier of completion of delivery or Cadent making payment for the Goods. Risk in the Goods shall pass to Cadent on completion of delivery.

6 PROVISION OF SERVICES

6.1 If the Contract is for or includes Services the Supplier undertakes, represents and warrants to Cadent that the Supplier shall:

- (a) co-operate with Cadent in all matters relating to the Services, and comply with all reasonable instructions and guidelines of Cadent;
- (b) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (c) ensure that the Services conform with all descriptions and specifications set out in the Order and the Specification including where applicable those relating to compliance with specifications, permits, authorisations, specific technical competence, risk management and method statements (RAMS) and in relation to hazards and site arrangements, and that any deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Cadent;
- (d) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

- (e) use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to Cadent, will be free from defects in workmanship, installation and design;
- (f) obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at the relevant Site; and
- (h) not do or omit to do anything which may cause Cadent to lose any licence, permission or consent or to be in breach of any Applicable Law.

6.2

The Supplier shall provide the Services so as to meet the dates set out in the Order.

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Cadent shall provide the Supplier with access to the Site (but not possession) at the times stated in the Order to allow the Supplier to perform the Services. Any completion date set out in the Order shall be adjusted to the extent that Cadent does not provide such access.

INTELLECTUAL PROPERTY

7.1

All materials including any Specifications supplied by Cadent, and any copies made by or for the Supplier shall be the property of Cadent, shall only be used for the purposes of this Contract, shall be treated by the Supplier as strictly confidential and shall be returned by the Supplier immediately on request to Cadent at the Supplier's sole risk and cost.

7.2

All Intellectual Property Rights arising out of the Goods and / or Services shall, from the date of their creation belong exclusively, throughout the world, to Cadent.

7.3

The Supplier shall grant or procure the grant of a fully paid up, royalty-free, transferable licence or sub-licence to Cadent of any Intellectual Property Rights required for Cadent to receive, use, repair, update or maintain the Goods and/or Services.

7.4

The Supplier hereby agrees and undertakes promptly at the request of Cadent, but at its own

cost, to do all such acts or deeds and execute all such documents as may be required by Cadent to8.5 give effect to the provisions and intentions of this Condition 7.

- 7.5 The Supplier shall deliver up all drawings, designs, patterns, specifications, samples, materials, tools and other data prepared by the Supplier if requested, to Cadent carriage paid on8.6 completion of the Order.

8 PRICES AND PAYMENT

- 8.1 The price of the Goods and/or Services shall be stated in the Order. The price shall be inclusive of all packaging, packing, labelling and all other costs incurred by the Supplier unless otherwise specified in the Order.
- 8.2 Unless stated otherwise in the Order the price shall be fixed at the amount stated in the Order and shall not be subject to increase for the8.7 duration of this Order. Where the Order states that the price is on a cost reimbursable basis the price shall include all costs of the work properly carried out by the Supplier and/or its sub-contractors by reference to the agreed daily/hourly rates, the cost of plant and materials, any call out charge and all overheads and profits, subject always to the Supplier providing such evidence of such costs as Cadent may reasonably require.
- 8.3 All sums payable under the Contract are exclusive8.8 of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.
- 8.4 The Supplier may only invoice Cadent monthly in arrears or in accordance with any milestones in the Order and invoices submitted early shall be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services. The Supplier shall electronically submit all invoices to Cadent by through Cadent's Ariba system within 5 Business Days of the end of8.9 the month in which the Goods are delivered and/or the Services are performed. Cadent's Order number shall be quoted clearly on each invoice and on all invoice correspondence and advice notes, and each invoice shall contain detailed information necessary to support the invoiced amount, including all relevant time sheets or schedules and shall comply with the requirements for a valid VAT invoice.

Unless otherwise stated in the Order, Cadent shall pay undisputed invoices for the Goods and/or Services by the first Thursday following 42 days of the date of receipt by Cadent of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

If Cadent fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of two per cent per annum above the base rate for the time being of Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. The parties agree that this Condition 8.6 represents a substantial remedy under the Late Payment of Interest (Commercial Debts Act) 1998. This Condition shall not apply to payments that Cadent disputes in good faith.

If the price is stated in the Order to be on a "time and materials" or "cost plus" basis or similar the Supplier shall give Cadent access to all documents and information in the Supplier's possession or under its control to enable Cadent to satisfy itself that the amount charged by the Supplier is properly and correctly charged in accordance with the Contract and in default Cadent shall be entitled to withhold payment in whole or in part until such default is rectified to the satisfaction of Cadent.

Any money paid by Cadent to the Supplier in respect of any Goods rejected under these Conditions together with any additional expenditure over and above the price specified in the Order reasonably incurred by Cadent in obtaining other goods in replacement of any rejected Goods shall be paid by the Supplier to Cadent within 14 days of the date of Cadent's notice demanding the same or, at Cadent's sole option, shall be deducted from the money still to be paid by Cadent to the Supplier in relation to such Goods.

The following terms apply where the Order states that Part II of the Housing Grants, Construction and Regeneration Act 1996 (Construction Act 1996) applies to the Order. Conditions 8.1 – 8.8 above apply insofar as they are not inconsistent with the terms of this Condition 8.9. In this Condition 8.9, **Due Date** means the date of receipt by the Company of a valid application for payment to which the payment instalment relates; **Payment Notice**: means the notice to be given to the

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Supplier no later than 5 days after the Due Date^{9.1} specifying the sum Cadent considers to be due at the Due Date and the basis on which that sum is calculated; **Final Date for Payment** means 28 days after the Due Date; **Pay Less Notice** means the notice given by Cadent no later than 3 days before the Final Date for Payment notifying the Supplier that it intends to pay less than the amount stated as due in that Payment Notice, the amount Cadent considers to be due under that Payment Notice on the date such notice is served (even if the amount is zero) (the **“Notified Sum”**) and the basis on which that amount is calculated:

- (a) The Supplier may only submit an application for payment in accordance with the payment profile set out in the Order.
- (b) The Supplier must submit an application for each payment instalment (accompanied by a valid VAT invoice including the detail set out in Condition 8.7) on or after the date for submission in accordance with the payment profile set out in the Order. Cadent shall (subject to the provisions of Condition 8.9(d) and 8.9(e) pay each payment instalment which has become due for payment by Final Date for Payment.
- (c) Cadent shall give a Payment Notice. Subject to any Pay Less Notice given by Cadent under Condition 8.9(e) the amount of the payment instalment to be made by Cadent on or before the Final Date for Payment shall be the sum stated as due in the Payment Notice.
- (d) If a notice is not given in accordance with Condition 8.9(c) then the amount of the relevant payment instalment shall, subject to any notice given under Condition 8.9(e) be the sum stated as due in the application for that payment instalment
- (e) If Cadent intends to pay less than the amount stated in any Payment Notice it shall issue a Pay Less Notice and shall pay the Notified Sum by the Final Date for Payment.

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

- (a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
- (b) conform to the Specification and with any instructions of Cadent, and shall otherwise meet the requirements of the Order and this Contract;
- (c) be of satisfactory quality, free from defects in materials and workmanship;
- (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of Cadent);
- (e) comply with all Applicable Laws;
- (f) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of Goods of that type.

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

9.3 Where there is any breach of the Supplier’s warranty in Condition 6.1 (Provision of Services) or Condition 9.1 or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods or Services is not complied with, or the Goods or any instalment of the Goods are not delivered at the specified time or the Goods delivered are damaged Cadent shall be entitled at its sole discretion without liability to the Supplier (arising out of such action) and without prejudice to any other right or remedy Cadent may have to take one or more of the following actions to:

- (a) reject the relevant Goods (in whole or in part) and any Goods already delivered

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which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods;

- (b) refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
- (c) recover from the Supplier any costs reasonably incurred by Cadent in obtaining substitute goods or services from another¹⁰ supplier;
- (d) require the Supplier at its sole cost to (i) replace, repair the Goods or carry out such work as is necessary within 14 days; and (ii) re-execute the Services within seven days, so that the Goods and/or Services conform to the Contract, Order and Specification.

9.4 If Cadent claims that an Order has not been fulfilled or has been incorrectly fulfilled the Supplier shall be deemed to accept the validity of the claim unless it serves written notice on Cadent disputing the said claim and stating the reasons for its dispute within seven days of the date of the said claim.

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

9.6 The Supplier shall (at no cost to Cadent) remedy any defects, shrinkages or other faults in the Services (**Defects**) notified to it that appear in the Services within any period specified by Cadent to the Supplier for remedying Defects commencing from completion of the Services (**Defects Period**). If the Supplier does not remedy such Defects within the Defects Period, Cadent shall be entitled to assess the cost of having the Defects remedied^{10.2} and shall be entitled to recover such cost from the Supplier.

9.7 Cadent's rights under these Conditions are in addition to any statutory remedies available to Cadent.

9.8 Where applicable, access to the location stated in this Order will be granted solely for the purpose of^{11.1} the Supplier complying with this Order, and will be

subject to the Supplier complying with all security requirements, policies and procedures communicated to it by Cadent. To the extent permitted by Applicable Law, and as required by Cadent, the Supplier will vet each member of its personnel involved in providing the Deliverables (whether employed or otherwise) in accordance with Cadent's preemployment vetting and background checking requirements notified to the Supplier from time to time

INDEMNITY

10.1 In addition to any other remedy available to Cadent, the Supplier shall indemnify, defend and hold harmless Cadent and its directors, officers and employees in full and on demand from and against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

- (a) any claim made against Cadent by a third party for death, personal injury arising out of, or in connection with the supply or use of the Goods or receipt, use or supply of the Services, to the extent that the same is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (b) any claim made against Cadent 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.

The Supplier shall provide all facilities, assistance and advice required by Cadent or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, the Contract.

11 LIMITATION OF LIABILITY

Nothing in this Contract shall exclude or limit a party's liability:

- (a) for death or personal injury caused by that party's negligence;
 - (b) for fraud or fraudulent misrepresentation;
 - (c) for wilful misconduct or wilful default; or
 - (d) for any liability which cannot legally be excluded or limited.
- 11.2 Subject to Condition 11.1 neither party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract for any indirect, special or consequential loss or damage, howsoever arising.
- 11.3 Subject to Condition 11.1, Cadent's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract shall not exceed the charges paid and payable under the Contract.

12 INSURANCE

- 12.1 The Supplier shall at its own cost effect and keep in place with reputable insurers such insurance policies as are set out in the Order. If none are set out in the Order, as follows: Public Liability (for an amount of not less than £10,000,000 per occurrence), Employer's Liability (for an amount of not less than £10,000,000 per occurrence), and any or all of Product Liability, Professional Indemnity and Contractors All Risks as applicable and at market standards in respect of the Goods and Services. Where applicable the Supplier shall maintain the required insurances until the end of the Defects Period as defined in Condition 9.6.
- 12.2 The Supplier shall on the written request of Cadent from time to time provide Cadent with reasonable details of the insurance maintained in force in accordance with this Condition. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition.

13 COMPLIANCE

- 13.1 The parties do not envisage that any personal data will be processed in relation to this Contract. In the event that personal data is processed under this Contract, each party shall comply with its obligations under the Data Protection Laws.
- 13.2 The Supplier shall comply with Applicable Laws including the Modern Slavery Act 2015, Bribery

Act 2010, orders, regulations or bye laws applicable to the performance of the Contract.

Construction (Design and Management) Regulations 2015 ("CDM Regs") Where the CDM Regs are applicable to the Services being provided by the Supplier:

- (a) the Principal Designer and Principal Contractor (as defined in the CDM Regs) shall be confirmed in the Order.
- (b) (where the Supplier is the Principal Designer and/or the Principal Contractor) the Supplier undertakes to Cadent that in relation to the Services and the Site it will comply with applicable CDM Regs.
- (c) (where the Supplier is not the Principal Designer and/or Principal Contractor) Cadent shall ensure that the Principal Designer and/or Principal Contractor carries out its duties under the CDM Regs.

14 TERMINATION

Without affecting any other right or remedy available to it, Cadent may immediately terminate the Contract by giving notice in writing to the Supplier if:

- (a) in relation to the supply of goods, prior to delivery;
- (b) in relation to the supply of services, at any time (Cadent to pay the Supplier on a pro rata basis for services already provided);
- (c) if the Supplier commits a material breach of any of its obligations under the Contract which is incapable of remedy;
- (d) if the Supplier commits a breach of its obligations under the Contract which is capable of remedy and fails to remedy it or persists in such breach after 14 days of having been required in writing to remedy or desist;
- (e) if the Supplier:
 - (i) becomes or is reasonably likely to become insolvent, enters into individual voluntary arrangement, liquidation, winding up, receivership or administrative

receivership, administration, a corporate voluntary arrangement or compromises any debts with creditors;

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- (ii) ceases, or appears in the reasonable opinion of Cadent likely or is threatening to cease, to carry on all or a substantial part of its business;
- (iii) undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

retention, giving details of the documents or materials that it must retain.

TRANSFER REGULATIONS

It is the parties' intention that neither the commencement nor the termination of the Contract or of any of the Services will give rise to a relevant transfer pursuant to the Transfer Regulations.

In addition to any other remedy available to Cadent, the Supplier shall indemnify, defend and hold harmless Cadent and any New Supplier and their respective directors, officers and employees in full and on demand from and against any and all Employment Liabilities howsoever arising whether wholly or in part arising directly or indirectly foreseeable or not, which are or which may be incurred, suffered or paid by Cadent or any New Supplier in relation to any individual who claims that their employment or liabilities in connection with their employment transfer to Cadent or a New Supplier under the Transfer Regulations including any Employment Liabilities relating to the termination of employment of any such individual.

15 CONSEQUENCES OF TERMINATION

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

15.2 Upon termination of the Contract for any reason whatsoever:

- (a) the relationship of the parties shall cease save as (and to the extent) expressly provided for in Condition 15.2(b);
- (b) the provisions of any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
- (c) subject to Condition 15.2(d) the Supplier shall immediately return to Cadent (or if Cadent so requests by notice in writing, destroy) all of Cadent's property in its possession at the date of termination including all Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information; and
- (d) if the Supplier is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by Condition 15.2(c), it shall notify Cadent in writing of such

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CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all Confidential Information that has been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other Confidential Information which the receiving party may obtain. The receiving party shall only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Condition 17 as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

This Condition 17 shall survive termination of the Contract.

18 GENERAL

- 18.1 Neither party shall be in breach of this Contract or liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 4 weeks, Cadent shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier.
- 18.2 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Cadent.
- 18.3 Any notice or other communication required to be given under or in connection with the Contract shall be in writing and shall be delivered to the other party by prepaid first-class post at the relevant party's registered company address and every such notice shall be deemed to have been served upon delivery if served by hand or at the expiration of two (2) days after despatch of the same.
- 18.4 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Contract.
- 18.5 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership of any kind between any of the parties.
- 18.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 18.7 Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Cadent.
- 18.8 If any provision in the Contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.
- 18.9 This Contract sets out the entire agreement between the parties, and overrides any prior correspondence or representations relating to its subject matter.
- 18.10 Nothing in Condition 18 will exclude any liability in respect of misrepresentations made fraudulently.
- 18.11 The Contract 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.