

1 Application of Conditions

- 1.1 These Conditions apply to all contracts entered into by the Customer and the Supplier for the supply of Goods or Services.
- 1.2 By the placing of an Order by the Customer or by the Supplier supplying the Goods or Services, the Supplier agrees to deal with the Customer on these Conditions to the exclusion of all other terms, conditions, warranties or representations.
- 1.3 No variation to these Conditions shall be binding unless made in writing and signed by each party's representative.
- 1.4 The Order, these Conditions and any other documents referred to in the Order shall constitute the Contract between the parties (the **Contract**). The Contract represents the entire agreement between the parties.
- 1.5 These Conditions shall prevail over any other document forming part of the Contract save for the Order which shall prevail over these Conditions.
- 1.6 Any Goods or Services supplied prior to the date of this Contract shall be deemed to have been supplied pursuant to and shall be governed by this Contract.

2 Orders

- 2.1 The Customer may submit Orders for Goods or Services at any time.
- 2.2 The Supplier shall supply Goods or Services in accordance with the Customers' Orders, by the Delivery Date or the Programme, or, if none is specified, within 7 working days of submitting the Order.
- 2.3 The Customer may amend or cancel an Order in whole or in part at any time before the Delivery Date or Commencement Date by giving the Supplier written notice of the same and the Customer shall have no liability whatsoever in the event of such cancellation.

3 The Goods

- 3.1 The Supplier shall ensure that the Goods:
 - 3.1.1 correspond with their description and any applicable Specification;
 - 3.1.2 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - 3.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for their intended lifespan following delivery; and
 - 3.1.4 comply with all applicable statutory and regulatory requirements in the United Kingdom relating to the manufacture, labelling, packaging storage, handling and delivery of the Goods.
- 3.2 If the Supplier is supplying bespoke or made to measure Goods, the Supplier may be required to attend Site and take all necessary measurements from time to time to ensure that the Goods comply with the Specification. The Supplier is solely responsible for ensuring the accuracy of such measurements. The Customer may reject any Goods that do not comply with clause 3.1 as a result of incorrect measurements by the Supplier.
- 3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract and

shall promptly produce documentary evidence of the same on the Customer's request.

- 3.4 The Customer has the right to inspect and test the Goods at any time and at any location before delivery.
- 3.5 If following such 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 (at its own cost) as is necessary to ensure compliance.
- 3.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 Delivery

- 4.1 The Supplier shall ensure that:
 - 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods specified in each Order:
 - 4.2.1 on or before its relevant Delivery Date, provided that if the Supplier intends to deliver before the Delivery Date, it has sought the Customer's prior written consent to do so;
 - 4.2.2 at the Delivery Location; and
 - 4.2.3 during the Customer's normal business hours, or as instructed by the Customer.
- 4.3 Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location.
- 4.4 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.
- 4.5 If the Supplier:
 - 4.5.1 delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
 - 4.5.2 delivers more than 100% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods.
- 4.6 If the Customer rejects any Goods they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, the Customer may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Customer will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs

- and its reasonable costs and expenses in connection with the sale.
- 4.7 The Supplier shall not deliver Orders in instalments without the Customer's prior written consent. Where it is agreed that Orders may be delivered by instalments, such instalments shall be invoiced 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 5.
- 5 Customer Remedies**
- 5.1 If the Goods are not delivered on the relevant 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 has accepted the Goods, the Customer may exercise any one or more of the following remedies:
- 5.1.1 terminate the Contract;
- 5.1.2 reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- 5.1.3 require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- 5.1.4 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 5.1.5 recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
- 5.1.6 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.
- 5.2 If the Goods are not delivered on the Delivery Date, the Customer may by notice to the Supplier and at its option claim or deduct liquidated damages at the rate stated in the Order for each week's delay in delivery by way of liquidated damages. If the Customer exercises its rights under this clause 5.2, it may not exercise any of the remedies set out in clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).
- 5.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.4 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 6 Title and Risk**
- Title and risk in each item comprising the Goods shall pass to the Customer on completion of delivery of each such item.
- 7 Supply of Services**
- 7.1 The Services shall commence on the Commencement Date detailed in the Order and the Supplier shall continue to perform the Services until its brief is completed or the Services are terminated pursuant to clause 14.
- 7.2 The Supplier shall perform the Services regularly and diligently, with reasonable skill and care and in accordance with:
- 7.2.1 the required services programme as notified by Customer, acting reasonably, from time to time and/or as agreed between the parties from time to time (or any Programme referred to in the Order);
- 7.2.2 the Specification; and
- 7.2.3 all statutory requirements, legislation, codes of practice, British Standards and environmental laws and good practice requirements including, without limitation, health and safety requirements.
- 7.3 The Customer may add, subtract from or otherwise vary the Services without the Supplier's prior agreement. In default of the parties agreeing a fee for any varied Services, the Supplier shall be entitled to a fair and reasonable sum in connection with the varied Services, to be invoiced pursuant to clause 9.
- 8 Intellectual Property Rights**
- 8.1 The Supplier hereby grants to the Customer and its agents an irrevocable non-exclusive royalty-free licence (the **Licence**) to copy and use all documents and information whether prepared by the Supplier or on its behalf in connection with the Project (whether in hard form or on computer aided disks or otherwise) (the **Project Materials**) and to reproduce the design and contents of them for any purpose whatsoever.
- 8.2 Such Licence shall carry the right to grant sub-licences and shall be transferable to third parties and shall survive any termination of this Contract and/or termination and/or suspension or similar engagement. If any of the Project Materials are prepared for the Supplier by any third parties, it shall procure a Licence for the benefit of the Customer from such third parties on the same terms as the Licence.
- 9 Price and Payment**
- 9.1 The Supplier shall pay for the Goods or Services in accordance with this clause 7.
- 9.2 The Price:
- 9.2.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- 9.2.2 includes the costs of packaging, insurance and carriage of the Goods.
- 9.3 The Supplier's remuneration for the proper performance of the Services in accordance with this Contract will be in accordance with the Pricing Method detailed in the Order.
- 9.4 Unless stated to the contrary in the Pricing Method, the Price shall be deemed to be inclusive payment for the Services and all costs, expenses and overheads of every kind incurred by the Supplier or on its behalf in connection with the Services and/or the Project.
- 9.5 No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 9.6 The Supplier shall invoice the Customer:
- 9.6.1 for the Price of the Goods after completion of delivery; and/or
- 9.6.2 for the price of the Services in accordance with the Pricing Method;
- monthly in arrears on the first day of the following month. Each invoice shall be fully particularised and include all reasonable supporting information required by the Customer.
- 9.7 The Supplier shall ensure that the invoice includes the date of the Order, the Customer's PO number, the invoice number, the Supplier's VAT registration number, and any supporting documentation that the Customer may reasonably require.
- 9.8 The invoice must include the valid Customer Purchase Order Number specified in the Order. Failure to include a valid Customer Purchase Order Number will entitle the Customer to reject payment of the invoice (at its discretion) pending receipt of the Purchaser Order Number
- 9.9 The Customer shall pay correctly rendered invoices within the Payment Period stated in the Order or if no period is stated, within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 9.10 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above National Westminster Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.
- 9.11 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.
- 10 Customer Materials**
- 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. 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.
- 11 Indemnity**
- 11.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- 11.1.1 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 supply or use of the Goods or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 11.1.2 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 or Services, to the extent that the defects in the Goods or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 11.1.3 any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or Services, to the extent that such 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.
- 11.2 This clause 11 shall survive termination of the Contract.
- 12 Insurance**
- During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company product liability insurance, professional indemnity and public liability insurance to cover the 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 for the current year's premium in respect of each insurance.
- 13 Compliance with Relevant Laws and Policies**
- 13.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force. The Supplier shall also comply with all of the Customer's policies notified to it from time to time; and
- 13.2 The Customer may immediately terminate the Contract for any breach of this clause 13 by the Supplier.
- 14 Termination**
- 14.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 21 days of that party being notified in writing to do so;
- 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or the other party is subject to a similar or equivalent insolvency process in its own jurisdiction;
- 14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.2 The Customer may at any time and in its absolute discretion terminate the Supplier's employment under this Contract or may bring to an end any part or parts of the Services upon giving the Supplier twenty one (21) days' written notice.
- 14.3 The Customer may by seven (7) days' written notice suspend the performance of all or part(s) of the Supplier's Services under this Contract. If the Customer have not required the Supplier to resume performance of the Services or any such part or parts so suspended within six (6) months, the Supplier may by notice to the Customer terminate its employment hereunder.
- 14.4 In the event that the applicable party exercises its rights of termination in accordance with clause 14.1, 14.2, 14.3 or 13 then:
- 14.4.1 on service of a notice under either clause 14.1, 14.2, 14.3 or 13, the Supplier shall cease carrying out the Services and shall deliver to the Customer copies of the Project Materials, in both printed and electronic form; and
- 14.4.2 no earlier than 2 months following the service of a notice under either clause 14.1, 14.2, 14.3 or 13, shall be entitled to payment for such proportion of the Price as represents a fair and reasonable value of that part of the Services carried out up to the date of such termination provided always that:
- (a) the Customer may to deduct from any such sum or sums the amount of any claim the Customer may have in respect of any breach and/or failure by the Supplier in any way to observe or perform its obligations under this Contract;
- (b) the Supplier submits an invoice for the appropriate sum in accordance with clause 9.
- 14.5 Termination of the Contract 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 this Contract which existed at or before the date of termination.
- 14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 15 Subcontracting**
- The Supplier may not subcontract any or all of its rights or obligations under this 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 acts and omissions of its subcontractors as if they were its own.
- 16 KPIs**
- Where the parties have agreed KPIs, the Supplier will seek to achieve the KPIs. The Customer may review the KPIs no more frequently than monthly (unless otherwise agreed) and where there has been a failure by the Supplier to achieve the KPIs (without prejudice to the Customer's other rights hereunder), the Supplier shall put forward within 7 days a written plan for remedying such failures in performance. Failure to comply with or submit a suitable remedial plan shall be a material breach of this Contract.
- 17 Variations**
- Subject to clause 7.3, any agreement to vary the terms and conditions of this Contract will be conditional upon and subject to agreement between the parties recorded in writing in the form of a supplemental agreement to this Contract signed by both parties' representatives.
- 18 Limitation of Liability**
- 19 The Customer shall not be liable to the Supplier for any loss of profit, loss of opportunity, loss of contract for any other indirect or consequential loss or damage howsoever arising which may be suffered by the Supplier arising out of, under or in connection with the terms of this Contract and/or the Project including, but

not limited to, any variation, suspension or termination of the Goods or Services.

20 Force Majeure

If an Event of Force Majeure renders it impossible to provide the Goods or Services any further, either party may give notice to the other of the determination the Supplier's employment hereunder provided that party has first given forty (40) days' notice of its intention to so terminate.

21 Contracts (Rights of Third Parties) Act 1999

Nothing in this Contract confers or purports to confer on any person any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

22 Entire agreement

23 This Contract supersedes any previous agreement and/or amendments (whether written or oral) between the parties and represents the entire undertaking between the parties in respect of the Services.

24 Notices

24.1 Any notices to be served by the Customer pursuant to this Contract can be served by any effective means including by email to any valid email address of the Supplier. All notices to be served by the Supplier pursuant to this Contract must be either by hand delivery or recorded delivery post to the address stated in the Order. Provided notices have been delivered by the methods permitted in this clause 0, such notification shall be effective from the date of delivery to the relevant party. If notices have not been served in accordance with this clause 24, they shall be invalid.

24.2 Where under this Contract an act (including the service of a notice) is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date.

25 Safeguarding

The Supplier shall ensure that it has in place a safeguarding policy which complies with all applicable laws, enactments, orders or regulations relating to the protection or safeguarding of children and vulnerable adults and in any event complies with any safeguarding policies of the Customer notified to it from time to time.

26 Dispute Resolution

Without prejudice to any other rights the parties may have under this Contract, in the event of an issue or dispute arising under the

Contract which the parties are unable to resolve, such dispute may, by notice served by either party, be referred to members of senior management who shall meet within 28 days of the notice in an attempt to resolve the issue or dispute in good faith.

27 Data Protection

The Service Provider shall, to the extent applicable, comply with the provisions and obligations imposed on it by the General Data Protection Regulation (GDPR). When acting in the capacity of a "Data Processor" (as defined in the GDPR), the Service Provider shall at all times in respect of data for which YHG is "Data Controller" (as defined in the GDPR) comply with Article 28 of the GDPR and in particular process data only on the written instructions of YHG.

28 Assignment and other dealings

The Supplier shall not without the Customer's prior written consent sub-let the Services and/ or Goods or any parts thereof nor assign and/or transfer any benefit and/or interest in this Contract. The Customer may assign its interest in this Contract without the Supplier's consent.

29 Law and Jurisdiction

This 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 the laws of England and Wales and the parties hereby submit to the jurisdiction of the English courts except for the purposes of enforcing any award.

30 Modern Slavery Act (2015)

30.1 In performing its obligations under this Contract, the Supplier shall, and shall ensure that each of its sub-contractors, agents and employees shall, comply with the Modern Slavery Act 2015.

30.2 The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Customer for any act or omission of the Supplier in breach of clause 30.1.