

Section 2: Biochemica Water Limited Terms and Conditions for the Supply of Goods and Services

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Commencement Date	has the meaning given in clause 2.2;
Conditions	these terms and conditions as amended from time to time in accordance with clause 19.8;
Contract	the contract between the supplier and the Customer for the supply of goods and/or Services in accordance with these Conditions and the TSA;
Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;
Customer	the person or firm who purchases the Goods and/or Services from the Supplier;
Deliverables	the deliverables, if any, produced by the Supplier for the Customer;
Delivery Location	has the meaning given in clause 4.2;
Force Majeure Event	has the meaning given to it in clause 16;
Goods	the goods (or any part of them) set out in the "Scope of Supply" section of the Suppliers quotation;
Goods Specification	any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Order	the Customer's order for the supply of Goods and/or Services, as set out the Customer's written acceptance of the Supplier's quotation;
Services	the services, including the Deliverables (if any), supplied by the Supplier to the Customer as set out in the "Scope of Supply" section of the Supplier's quotation;
Supplier	Biochemica Water Limited registered in England and Wales with company number 06300500;
Supplier Materials	has the meaning given in clause 8.1.8; and
TSA	the technical services agreement, as set out at section 1 of the Contract, which sets out the key commercial terms and any special terms agreed between the parties relating to the Contract.

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1.6 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 personal representatives, successors and permitted assigns.

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

(d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(e) A reference to **writing** or **written** includes faxes and emails.

2. **Basis of Contract**

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions and the TSA.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

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

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

2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 (thirty) Business Days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. **Goods**

3.1 The Goods are described in the Supplier's catalogue, as modified by any applicable Goods Specification, if any.

3.2 The Supplier reserves the right to amend these Conditions, the TSA and the Goods Specification (if any) if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

1. **Delivery of Goods**

1.1 The Supplier shall ensure that:

1.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods, the delivery method, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

1.1.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

1.2 The Supplier shall deliver, or procure the delivery of, the Goods to the location set out in the TSA or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready for delivery.

1.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

1.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by:

1.4.1 a Force Majeure Event;

1.4.2 the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods; or

1.4.3 any factor beyond the control of the Supplier, including but not limited to a shortage in the supply of raw materials that form part of the Goods.

1.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the

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Goods to the extent that such failure is caused by:

- 4.4.3 a Force Majeure Event;
 - 4.4.4 the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods; or
 - 4.4.5 any factor beyond the control of the Supplier, including but not limited to a shortage in the supply of raw materials that form part of the Goods.
- 4.5 If the Customer fails to accept delivery of the Goods within 3 (three) Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
 - 4.5.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If 10 (ten) Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

- 5.1 The Supplier warrants that on delivery, the Goods shall conform in all material respects with their description.
- 5.2 The Supplier shall, at its option, replace any defective Goods or refund the price of any defective Goods in full.

Where the Goods come with a manufacturer's warranty, such warranty shall be provided to the Customer when the Goods are delivered to the Customer in

accordance with clause 1 above.

- 3.3 For the avoidance of doubt, the Supplier shall not be liable for the Goods' failure to comply with the manufacturer's warranty and any claim by the Customer that the Goods do not comply with the manufacturer's warranty will need to be made against the manufacturer of the Goods in each case.
- 3.4 In addition, the Supplier does not guarantee that the relevant manufacturer will accept liability for the Goods' failure to comply with the manufacturer's warranty where:
 - 3.4.1 the defect arises because the Customer failed to follow the manufacturer's oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 3.4.2 the Customer alters such Goods without the written consent of the manufacturer; or
 - 3.4.3 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

4. Title and Risk

- 4.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 4.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 4.3 Until title to the Goods has passed to the Customer, the Customer shall, where possible:
 - 4.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 4.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 4.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

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- 6.2.1 notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.2.1 to clause 13.3.3; and
- 6.2.2 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 6.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.2.1 to clause 13.3.3, then, without limiting any other right or remedy the Supplier may have:
- 6.3.1 the Customer's right to use Goods in the ordinary course of its business ceases immediately; and
- 6.3.2 the Supplier may at any time:
- 6.3.2.1 require the Customer to deliver up all Goods in its possession which have not been irrevocably incorporated into another product; and
- 6.3.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

- 7.1 The Supplier shall supply to the Customer those Services set out in the TSA.
- 7.2 The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified in the TSA, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier shall not be liable for any delay in performing the Services that is caused by:
- 7.3.1 a Force Majeure Event;
- 7.3.2 the Customer's failure to provide the Supplier with adequate instructions that are relevant to the supply of the Services; or
- 7.3.3 any factor beyond the control of the Supplier, including but not limited to extreme weather conditions and rat infestation
- and in such circumstances, the Supplier shall be entitled to suspend the performance of the Services, without incurring any liability to the Customer, until such time as the relevant cause ceases to affect the performance of the Services.
- 7.4 The Supplier reserves the right to amend the TSA if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall
- 5.3 notify the Customer in any such event.
- 5.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
6. **Customer's Obligations**
- 6.1 The Customer shall:
- 6.1.1 ensure that the terms of the Order and any information it provides in the TSA and/or the Goods Specification, if any, are complete and accurate;
- 6.1.2 co-operate with the Supplier in all matters relating to the Services;
- 6.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation, land, tanks and all other facilities as reasonably required by the Supplier and as are necessary to provide the Services;
- 6.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 6.1.5 prepare the Customer's premises for the supply of the Services;
- 6.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 6.1.7 comply with all applicable laws, including health and safety laws;
- 6.1.8 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- 6.1.9 comply with any additional obligations as set out in the TSA and the Goods Specification, if any.
- 6.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

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- 7.4.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 7.4.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 6.2; and
- 7.4.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 8. Charges and Payment**
- 8.1 The price for Goods:
- 8.1.1 shall be the price set out in the TSA or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the Order; and
- 8.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods [and expenses], which shall be invoiced to the Customer separately.
- 8.2 The charges for Services shall be set out in the TSA and shall be calculated in accordance with the Supplier's daily fee rates, as set out in its current price list at the date of the Contract.
- 8.3 If the Customer cancels an Order for Services:
- 8.3.1 less than twenty four (24) hours before the Commencement Date, then the Supplier shall be entitled to charge the Customer for (a) labour costs, (b) any expenses reasonably incurred in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and (c) the cost of any materials; or
- 8.3.2 at least twenty four (24) hours before the Commencement Date, then the Supplier shall be entitled to charge the Customer for (a) any expenses reasonably incurred in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and (b) for the cost of any materials.
- 8.4 The Supplier reserves the right to:
- 8.4.1 on giving the Customer 1 (one) month's written notice, increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date;
- 8.4.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- 8.4.2.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 8.4.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 8.4.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 8.5 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer as set out in the "Invoice Frequency" section of the TSA, which shall be on either a monthly, quarterly, annual or 13-week basis.
- 8.6 Unless agreed otherwise by the Supplier and confirmed in the TSA, the Customer shall pay each invoice submitted by the Supplier:
- 8.6.1 within thirty (30) days of the date of the invoice; and
- 8.6.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- time for payment shall be of the essence of the Contract.

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9.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.4 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier or its licensors.

10.2 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 revocable licence during the term of the Contract to copy and use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.

10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify 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.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time during the Contract, and for

8.7 5 (five) years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.8.

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

- 8.8.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- 8.8.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

9. Limitation of Liability

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 9.1.2 fraud or fraudulent misrepresentation;
- 9.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 9.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

9.2 Subject to clause 9.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- 9.2.1 loss of profits;
- 9.2.2 loss of sales or business;
- 9.2.3 loss of agreements or contracts;
- 9.2.4 loss of anticipated savings;
- 9.2.5 loss of use or corruption of software, data or information;
- 9.2.6 loss of or damage to goodwill; and
- 9.2.7 any indirect or consequential loss.

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13.1 Subject to clause 9.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to an amount equal to the total charges paid under the Contract.

13.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.3 This clause 9 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract by giving the Customer not less than 3 (three) months' written notice.

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

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

14.2.2 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.

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

14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;

14.3.2 there is a change of control of the Customer; or

14.3.3 the Customer's financial position deteriorates to such an extent

Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.1 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2.1 to clause 13.3.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

12. Consequences of Termination

12.1 On termination of the Contract:

12.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

12.1.2 the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

12.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

13. Insurance

During the term of the Contract, the Supplier shall maintain in force sufficient levels of insurance to cover its potential liabilities under the Contract.

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17. **Force Majeure**
- 17.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- 17.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 17.1.2 epidemic or pandemic;
- 17.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 17.1.4 nuclear, chemical or biological contamination or sonic boom;
- 17.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- 17.1.6 collapse of buildings, fire, explosion or accident;
- 17.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- 17.1.8 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- 17.1.9 interruption or failure of utility service.
- 17.2 Provided it has complied with clause 17.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 17.3 The Affected Party shall:
- 17.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 17.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 (four) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 30 (thirty) days' written notice to the Affected Party.
15. **Change Control**
- 15.1 The Supplier's representative and Customer's representative, as identified in the TSA, will meet at reasonable intervals to discuss matters relating to the delivery of the Services and/or Deliverables (if any). If either party wishes to change the scope or execution of the Services or Deliverables (if any), it will submit details of the requested change to the other in writing.
- 15.2 If either party requests a change to the scope or execution of the Services or Deliverables (if any), the Supplier will, within a reasonable time, provide a written estimate to the Customer of:
- 15.2.1 the likely time required to implement the change;
- 15.2.2 any necessary variations to the Supplier's charges arising from the change;
- 15.2.3 the likely effect of the change on any agreed timescales; and
- 15.2.4 any other impact of the change on the Contract.
- 15.3 Unless both parties consent to a proposed change, there will be no change to the particular Services, Deliverables (if any) or the Contract.
- 15.4 If both parties consent to a proposed change, the change will be made, only after agreement of the necessary variations to the Supplier's charges, the Services and any other relevant terms of the Contract (as applicable) to take account of the change that has been reached and the Contract has been varied in accordance with clause 17.8 of these Conditions.
16. **Supplier and Customer Representatives**
- 16.1 The Supplier and Customer representatives, including relevant contact details, are identified in the TSA.
- 16.2 If either the Supplier or Customer representative changes, for whatever reason, during the term of the Contract, then that party shall notify the other party of the change in writing as soon as reasonably practicable in advance of the change.

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18. **General**

18.1 **Assignment and other dealings**

18.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

18.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

18.2 **Notices**

18.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by fax to its main fax number or sent by email to the address specified to the other party from time to time.

18.2.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

18.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18.3 **Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause

shall not affect the validity and enforceability of the rest of the Contract.

17.4 **Waiver**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 **No partnership or agency**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.6 **Entire agreement**

17.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of 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 or negligent misrepresentation based on any statement in the Contract.

17.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

17.7 **Third parties rights**

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.

17.8 **Variation**

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

Biochemica Water Limited

Unit 4 Daimler Drive,
Cowpen Lane Industrial Estate, Billingham, TS23 4JD

18.4 Compliance with laws and policies

18.4.1 In performing their respective obligations under the Contract, each party shall comply with all applicable laws, statutes and regulations from time to time in force.

18.4.2 The Supplier shall comply with the Customer's health and safety policy whilst attending the Customer's premises, provided always that, where the Customer's health and safety policy does not comply with applicable health and safety legislation, the Supplier shall have the right to suspend performance of the Services without incurring any liability to the Customer.

18.5 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.

18.6 Jurisdiction

Each party irrevocably agrees that the courts of England 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.



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