

Purchase Terms & Conditions

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions

(a) Definitions

Business Day	a day other than a Saturday, Sunday or a 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 19.9.
Contract	the contract between Cornelius and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010 and the expression change of Control shall be construed accordingly.
Cornelius	means Cornelius Group Plc a company registered in England and Wales with company number 01936460 or a subsidiary of the company (as defined in section 1159 Companies Act 2006) as specified in the Order.
Cornelius Materials	has the meaning set out in clause 5.3.9.
Data Protection Legislation	The UK Data protection legislation and any other European Union legislation to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Deliverables	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer, programs, data, specifications and reports (including drafts).
Delivery Location	has the meaning given in clause 4.2.2.
Goods	the goods (or any part of them) set out in the Order.
Goods Specification	any specification for the Goods, including any related plans and drawings, that is agreed in writing by Cornelius and the Supplier.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, trademarks 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,

Cornelius Group Plc

Cornelius House, Woodside, Dunmow Road, Bishop's Stortford, Herts, CM23 5RG, UK

☎ +44 (0) 1279 714 300 📠 +44 (0) 1279 714 320 ✉ sales@cornelius.co.uk

Registered Office: Cornelius House, Woodside, Dunmow Road, Bishop's Stortford, Herts, CM23 5RG, UK
Company Registration No. 01936460 **GB Vat No.** 700439765

[cornelius.co.uk](https://www.cornelius.co.uk)

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	Cornelius's Order for the supply of Goods and/or Services.
Services	the services including the Deliverables to be provided by the Supplier under the Contract as set out in the Service Specification.
Service Specification	the description or specification for Services agreed in writing by Cornelius and the Supplier.
Supplier	the person or firm from whom Cornelius purchases the Goods and/or Services.
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

(b) Interpretation

- (i) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (ii) A reference to a party includes its successors and permitted assigns
- (iii) 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.
- (iv) 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.
- (v) A reference to **writing** or **written** includes email but not fax.

2. Basis of Contract

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

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing written acceptance of the Order; or

2.2.2 any act by the Supplier consistent with fulfilling the Order,

At which point and on which date the Contract shall come into existence ("**Commencement Date**")

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

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

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description and any applicable Goods Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Cornelius, expressly or by implication, and in this respect Cornelius relies on the Supplier's skill and judgement;

3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 18 months after delivery; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 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 in respect of the Goods and shall provide Cornelius with evidence of this, if so required.

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

3.4 If following such inspection or testing Cornelius considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Cornelius shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance which shall include, but shall not be limited to, an immediate replacement of the Goods by the Supplier.

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

4. Delivery of Goods

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 the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the part number and lot number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.1.3 it states clearly on the delivery note any requirement for Cornelius to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 on the date specified in the Order or, if no such date is specified, then within the agreed lead time from the date of the Order,

4.2.2 to the location as is set out in the Order or as instructed by Cornelius before delivery (**Delivery Location**); and

4.2.3 during Cornelius' normal hours of business on a Business Day, or as instructed by Cornelius.

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

4.4 If the Supplier:

4.4.1 delivers less than 95% of the quantity of Goods ordered, Cornelius may reject the Goods; or

4.4.2 delivers more than 105% of the quantity of Goods ordered, Cornelius may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Cornelius accepts the delivery, the Supplier shall make a pro-rata adjustment to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without Cornelius'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 or any defect in an instalment shall entitle Cornelius to the remedies set out in clause 8.1.

4.6 Title and risk in the Goods shall pass to Cornelius on completion of delivery.

5. Supply of Services

5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Cornelius in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Cornelius notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with Cornelius in all matters relating to the Services, and comply with all instructions of Cornelius;

5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

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

5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Cornelius, will be free from defects in workmanship, installation and design;

5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of Cornelius's premises;

5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Cornelius to the Supplier ("**Cornelius Materials**") in safe custody at its own risk, maintain Cornelius Materials in good condition until returned to Cornelius, and not dispose or use Cornelius Materials other than in accordance with Cornelius's written instructions or authorisation; and

5.3.10 not do or omit to do anything which may cause Cornelius to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

5.4 The Supplier shall provide evidence of compliance with clause 5.3 if so requested by Cornelius.

6. Free Issue Materials

6.1 Cornelius may issue materials to the Supplier free of charge, in connection with the performance of the Contract. These materials are and shall remain the property of Cornelius. The Supplier shall only use the materials in connection with performance of the Contract.

6.2 The Supplier shall store and maintain the materials issued pursuant to clause 6.1 above in good order and condition (subject to fair wear and tear).

6.3 The Supplier shall notify Cornelius in the event any of the materials issued pursuant to clause 6.2 shall become surplus to the Supplier's requirements and shall only dispose of any surplus materials on specific instructions to do so.

6.4 Any waste materials which result from the Supplier's negligence or poor workmanship shall be notified to Cornelius by the Supplier in writing and Cornelius shall have the right to charge the Supplier for any such waste or disposal.

7. Changes and Amendments

7.1 Cornelius reserves the right to make changes to the Goods, Specification, Services Specification, quantity of Goods Ordered, delivery method, delivery date and/or packaging of Goods as set out in the Order by providing written notice to the Supplier at any time prior to the delivery of the Goods and/or supply of the Services.

7.2 The Supplier shall promptly notify Cornelius of any change to the price of the Goods and/or Services as a result of an amendment to an Order as set out in clause 7.1. Cornelius will then decide whether or not to proceed with the proposed changes and has the right not to do so thereby terminating the Contract. No change or amendment shall be effective unless agreed in writing by Cornelius.

8. Cornelius Remedies

8.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Cornelius shall, without limiting or affecting other rights or remedies available to it, be entitled:

8.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier; and/or

8.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make; and/or

8.1.3 to recover from the Supplier any costs incurred by Cornelius in obtaining substitute goods and/or services from a third party, and/or

8.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and/or

8.1.5 to claim damages for any additional costs, loss or expenses incurred by Cornelius which are in any way attributable to the Supplier's failure to any applicable date.

8.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Cornelius shall, whether or not it has accepted the Goods, be entitled:

8.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

8.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

8.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

8.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

8.2.5 to recover from the Supplier any expenditure incurred by Cornelius in obtaining substitute goods from a third party; and

8.2.6 to claim damages for any additional costs, loss or expenses incurred by Cornelius arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

8.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then Cornelius shall, without limiting or affecting other rights or remedies available to it, be entitled:

8.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier; and/or

8.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense; and/or

8.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid); and/or

8.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make; and/or

8.3.5 to recover from the Supplier any expenditure incurred by Cornelius in obtaining substitute services or deliverables from a third party; and/or

8.3.6 to claim damages for any additional costs, loss or expenses incurred by Cornelius arising from the Supplier's failure to comply with clause 5.3.4.

8.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

8.5 Cornelius's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

9. Charges and Payment

9.1 The price for the Goods:

9.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and

9.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Cornelius.

9.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Cornelius, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

9.3 In respect of the Goods, the Supplier shall invoice Cornelius on or at any time after completion of the delivery. In respect of Services, the Supplier shall invoice Cornelius on completion of the Services. Each invoice shall include such supporting information required by Cornelius to verify the accuracy of the invoice, including but not limited to the relevant purchase Order number.

9.4 In consideration of the supply of Goods and/or Services by the Supplier, Cornelius shall pay the invoiced amounts within 60 days, unless otherwise agreed in a specific supply contract, of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

9.5 All amounts payable by Cornelius under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Cornelius, Cornelius 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 Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

9.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under the clause will accrue daily at a rate of 2% (two per cent) a year above the Bank of England's base rate from time to time. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

9.7 Cornelius may at any time, without notice to the Supplier, set off any liability of the Supplier to Cornelius against any liability of Cornelius to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Cornelius of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

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 Cornelius Materials) shall be owned by the Supplier.

10.2 The Supplier grants to Cornelius, or shall procure the direct grant to Cornelius of, a fully paid-up, worldwide, non-exclusive, royalty free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Cornelius Materials) for the purpose of receiving and using the Services and the Deliverables.

10.3 Cornelius grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by Cornelius to the Supplier for the term of the Contract for the purpose of providing the Services to Cornelius.

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10.4 All Cornelius Materials are the exclusive property of Cornelius.

11. Indemnity

11.1 The Supplier shall indemnify Cornelius against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Cornelius arising out of or in connection with:

11.1.1 any claim made against Cornelius 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 (excluding Cornelius Materials);

11.1.2 any claim made against Cornelius by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

11.1.3 any claim made against Cornelius by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

11.2 This clause 11 shall survive termination of the Contract.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

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

12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

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 including but not limited to ensuring that all hazardous materials are correctly labelled as such.

14. Health & Safety

14.1 The Supplier shall provide Cornelius with full information relating to the use, handling and storage of the Goods to ensure that they are handled and used safely, in compliance with section 6(8) Health and Safety at Work Act 1974 (HSWA).

14.2 The Supplier will provide evidence of compliance with the HSWA if requested by Cornelius.

15. Data Protection

15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 15, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

15.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Cornelius is the controller and the Supplier is the processor.

15.3 Without prejudice to the generality of clause 15.1, the Supplier shall, in relation to any personal data processed in connection with the

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performance by the Supplier of its obligations under the Contract:

15.3.1 process that personal data only on the documented written instructions of Cornelius unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify Cornelius of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying Cornelius;

15.3.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

15.3.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

15.3.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of Cornelius has been obtained.;

15.3.5 assist Cornelius at Cornelius's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.3.6 notify Cornelius without undue delay on becoming aware of a personal data breach;

15.3.7 at the written direction of Cornelius, delete or return personal data and copies thereof to Cornelius on termination of the Contract unless required by Applicable Law to store the personal data; and

15.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and immediately inform Cornelius if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

15.4 Cornelius does not consent to the Supplier appointing any third party processor of personal data under the Contract. As between Cornelius and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to clause 15.

16. Termination

16.1 Without affecting any other right or remedy available to it, Cornelius may terminate the Contract:

16.1.1 with immediate effect by giving written notice to the Supplier if:

(a) there is a change of Control of the Supplier; or
 (b) the Supplier commits a breach of clause 15 (Compliance with relevant laws and policies).

16.1.2 for convenience by providing written notice to the Supplier at any time prior to delivery of the Goods and/or supply of the Services.

16.2 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:

16.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

16.2.2 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), obtaining a moratorium, 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;

16.2.3 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

16.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

17. Consequences of Termination

17.1 On termination of the Contract, the Supplier shall immediately deliver to Cornelius all Deliverables whether or not then complete and return all Cornelius Materials. If the Supplier fails to do so then Cornelius may enter the Supplier's premises and take possession of them. Until they have been returned or delivered the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

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

17.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

18. Force Majeure

Neither party shall be in breach of the Contract nor be liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control arising from acts of God, war, terrorism, earthquakes, hurricanes, explosions, fire or plagues. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 5 days' written notice to the affected party.

19. General

19.1 Assignment and other dealings.

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

19.1.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, 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 Cornelius.

19.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Cornelius. If Cornelius consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

19.3 Notices.

19.3.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) 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
- (b) sent by email to the address specified in the Order.

19.3.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in place of receipt, when business hours resume. In this clause (c), business hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

19.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

19.5 **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 right or remedy. 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.

19.6 **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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19.7 Entire agreement. 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.

19.8 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19.9 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and Conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

19.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.