



Version 1 dated 18 September 2018

CANTIUM BUSINESS SOLUTIONS LIMITED

**GENERAL TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS AND SERVICES**

1 DEFINITIONS AND INTERPRETATION

1.1 In this Contract:

“Applicable Laws” means all applicable laws, bylaws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.

“Cantium” means Cantium Business Solutions Limited of Worrall House, 30 Kings Hill Avenue, West Malling, Kent ME19 4AE.

“Cantium Materials” means any materials, patterns, templates, drawings, know-how, techniques and information provided by Cantium to the Supplier in connection with a Contract.

“Cantium Policies and Regulations” means all relevant Cantium policies, rules, regulations, local and national byelaws, including, but not limited to Cantium’s whistleblowing policy, drugs and alcohol policy, modern slavery and human trafficking policy and general data protection rules.

“Cantium Representative” means a representative nominated in an Order or from time to time by Cantium.

“Conditions” means the terms and conditions set out in this document.

“Construction Operations” has the meaning given to construction operations in s.105(1) of the Housing Grants, Construction and Regeneration Act 1996.

“Contract” means the agreement between Cantium and Supplier for the purchase of goods or services by Cantium in accordance with these Conditions and any Order.

“Engineering Services” means, where applicable, the engineering services described in an Order, including, but not limited to, civil, structural, electrical, mechanical, electronic or geotechnical engineering.

“Engineering Works” means the works carried out as part of the Engineering Services.

“Good Industry Practice” means the exercise of the degree of skill, care and diligence expected from an expert and experienced

supplier of goods and/or services the same as or similar to the Goods and/or Services.

“Goods” means the goods (including any instalment of the goods or any parts for them) which are set out in the Order.

“Intellectual Property Rights” means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.

“Know-how” means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not).

“Malpractice” includes giving or receiving any financial or other advantage that may be construed as a bribe, whether for the purpose of the Bribery Act 2010 or any other Applicable Law.

“Month/Monthly” means a calendar month.

“New Materials” means any materials, patterns, templates, drawings, know-how, techniques and information that the Supplier or its Representatives create for Cantium under a Contract.

“Order” is an order for Goods and/or Services placed with the Supplier by Cantium.

“Premises” means the premises at which any Services are carried out as specified in an Order.

“Representatives” means, as applicable, the Supplier or a member of the Supplier’s group or Cantium or any of their directors, officers,

employees, agents, professional advisors, suppliers or contractors.

“**Services**” means the services described in the Order including hardware and software services, where applicable.

“**Supplier**” means the supplier named in the Order.

“**Supplier Materials**” means any materials, patterns, templates, drawings, know-how, techniques and information of the Supplier that the Supplier or its Representatives do not create for Cantium under the Contract.

“**Supplier Personnel**” means the employees, agents, subcontractors or invitees of the Supplier from time to time.

“**VAT**” means value added tax or any similar or substituted turnover or sales tax in the United Kingdom or elsewhere.

1.2 In these Conditions and any Contract:

- (a) the interpretation of general words shall not be restricted by words indicating a particular class or particular examples;
- (b) any reference to a statute or statutory provision includes a reference to any statutory amendment, consolidation or re-enactment of it to the extent in force from time to time; and
- (c) unless otherwise stated, time shall not be of the essence for the performance of any obligation.

2 FORMATION OF A CONTRACT

2.1 An Order is an offer by Cantium to purchase the Goods and/or Services subject to these Conditions. Acceptance of an Order by the Supplier constitutes unconditional acceptance of these Conditions.

2.2 These Conditions shall govern apply to every Contract.

2.3 If there is any conflict between the terms of an Order and these Conditions, these Conditions shall prevail.

2.4 The Supplier’s performance of any Order will amount to its acceptance of these Conditions,

regardless of whether or not it has given a formal acceptance of an Order.

2.5 These Conditions replace all previous agreements and any course of dealing between Cantium and the Supplier and is the entire agreement between Cantium and the Supplier in relation to the Goods and/or Services.

2.6 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained in or referred to in any documentation submitted by the Supplier, or in any correspondence or elsewhere or implied by trade custom, practice or course of dealing.

3 CANCELLATION

Cantium may cancel any Order without liability, in whole or in part, by giving written notice to the Supplier at any time prior to delivery of the Goods or the commencement of the provision of the Services.

4 CHARGES AND PAYMENT

4.1 The charges payable for the Goods and/or Services shall be the prices stated in the Order (the “**Charges**”).

4.2 Unless otherwise stated:

- (a) the Charges (together with any applicable VAT) are the only amounts payable by Cantium under a Contract;
- (b) the Charges shall be exclusive of any applicable VAT (which shall be payable by Cantium subject to receipt of a VAT invoice);
- (c) the Charges shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods or services to the delivery address specified by Cantium and any duties, custom or levies, other than VAT; and
- (d) all other costs, charges and expenses which relate to the performance of the Supplier’s obligations and the supply of the Goods and/or the Services shall be borne by the Supplier. The fact that a particular provision in an Order does not state that the Supplier must perform the obligations “at no additional charge” may not be taken as implying that the Supplier may charge

extra for complying with the obligation.

- 4.3 No increase in the Charges for the Goods and/or Services may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Cantium and signed by a properly authorised representative of Cantium.
- 4.4 The Supplier shall invoice Cantium in pounds sterling (GBP/£) in arrears on or after delivery of the Goods and/or completion of the Services.
- 4.5 Cantium shall only be obliged to make payments which are supported by accurate and properly prepared VAT invoices, including details of the Supplier, Goods and/or Services, purchase order references, all those details Cantium states it requires for it to process the invoice and where Cantium is satisfied that the Goods are of satisfactory quality and fit for purpose and/or the Services have been carried out to the standard required by Cantium in the Order and in accordance with any Contract and these Conditions.
- 4.6 Unless the subject of a genuine dispute or otherwise stated in the Order and subject to Clause 4.5, Cantium shall pay the undisputed and properly due Charges 30 days from the end of the Month in which an accurate and valid VAT invoice is received.
- 4.7 Cantium may set off, deduct or withhold from any liability owed to the Supplier under or in connection with any Contract any current liability of the Supplier to Cantium in connection with any Contract whether liquidated or unliquidated and whether owed jointly or severally or in any other capacity.
- 4.8 Where an invoice relates to Services which are Construction Operations, the invoice shall be the payment notice required by Section 110A(1) of the Housing Grants, Construction and Regeneration Act 1996.

Clauses 5 to 7 shall apply to Contracts in respect of the supply of Goods only.

5 DELIVERY

- 5.1 The Supplier shall deliver the Goods, properly packed and secured at its own risk, on the date or between the dates (as the case may be)

specified in the Order. Delivery of the Goods shall take place at such location as Cantium may specify in the relevant Order or such other address as may be agreed between the parties in writing.

- 5.2 Time of delivery is of the essence. if the Supplier fails to deliver the Goods or make them available for collection at the time specified in the Order, Cantium may:
 - (a) refuse to accept any subsequent attempts to deliver the Goods and terminate this Agreement immediately by serving notice in writing on the Supplier;
 - (b) procure similar goods from an alternative supplier; and
 - (c) recover from the Supplier all losses, damages, costs and expenses incurred by Cantium arising from the Supplier's default.
- 5.3 If Cantium fails to take delivery of any one or more instalments of Goods delivered in accordance with a Contract, the Supplier shall store the Goods at its own premises or at another suitable location at its own expense.
- 5.4 The Supplier shall notify Cantium immediately after receipt of an Order if the delivery dates for the Goods cannot be met.
- 5.5 If the Supplier is unable for any reason to fulfil any delivery of the Goods on the date or between the dates (as the case may be) specified in the Order, Cantium may cancel an Order without liability to the Supplier if the delivery dates for the Goods cannot be met.
- 5.6 A packing note quoting the Order number must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 5.7 If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and is not severable.
- 5.8 The Goods shall:
 - (a) be free from defects in materials and workmanship, be of satisfactory quality and conform to and in all respects with the specifications set out in the Order and any other specifications, standards, procedures and requirements agreed in writing

between the parties from time to time;

- (b) comply with all Applicable Laws; and
- (c) not be the subject of any security interest, lien, encumbrance, charge or adverse title.

5.9 Cantium may reject any Goods which do not comply with Clause 5.8.

5.10 Cantium shall not be deemed to have accepted the Goods (in whole or in part) until Cantium has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Any inspection or testing of the Goods by Cantium shall not prejudice Cantium's right to reject defective Goods at a later date and make a claim in respect of them.

6 TITLE AND RISK

Risk in the Goods shall pass to Cantium once they are delivered to Cantium. Title in the Goods shall pass to Cantium on delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Cantium once payment has been made and received by Supplier.

7 INSTALLATION AND COMMISSIONING

7.1 If required in the Order, the Supplier will install and commission the Goods at no additional cost by the date in the Order and such installation and commissioning will be regarded as Services.

7.2 Without prejudice to clause 5.10, Cantium will issue a written acceptance when it is satisfied the successful installation and commissioning of the Goods has taken place and when the Supplier has provided Cantium all documents needed to operate and maintain the Goods.

7.3 If Goods are not installed by the Supplier, the Supplier will (on or before delivery) provide Cantium with all documents needed to install, operate and maintain the Goods.

7.4 Where reasonably practicable (or required in an Order) the Supplier will on the later of delivery of the Goods or Technical Handover transfer any manufacturer's warranty in relation to the Goods to Cantium.

Clauses 8 to 11 shall apply to Contracts in respect of the provision of Services only.

8 PERFORMANCE OF THE SERVICES

8.1 The Supplier shall carry out the Services within the time period specified in the Order. The time that the Services are to be carried out or delivered shall be agreed by the Cantium Representative in advance and subject to any conditions, the Cantium Representative may impose shall not be undertaken outside the normal working hours (excluding public holidays) of 9.00am to 5.00pm Monday to Friday inclusive, other than in special circumstances as determined by Cantium in its sole discretion.

8.2 The Supplier shall notify the Cantium Representative when the Services are completed or fully delivered.

8.3 The Supplier shall:

- (a) provide any Services in line with Good Industry Practice;
- (b) at its own expense, promptly supply everything necessary for the performance of its obligations under the Contract and leave the Premises as clean, tidy and safe as they were when it entered them.
- (c) participate in regular reviews of its performance;
- (d) provide the Goods and Services in line with any service levels set out in the Contract ("**Service Levels**");
- (e) incur poor performance liabilities (calculated as set out in the Contract) where it fails to meet the applicable Service Levels;
- (f) provide Cantium with a Monthly report (with such supporting documents as are reasonably required) within seven days of the end of each month showing whether it is meeting the Service Levels; and
- (g) where any Monthly report indicates a persistent failure by it to meet any Service Levels, meet with Cantium to explain the reasons for such failure and its proposal for ensuring future compliance.

8.4 Any materials used or supplied by Supplier in the performance of the Services shall be in accordance with the highest requirement of any European Union and/or British Standard specifications and or regulations.

8.5 When working on Cantium Premises or representing Cantium at the site/s defined within the contract, the Supplier shall ensure that all equipment, working conditions and methods are safe and without risks to health for all employees, staff, visitors, users of the premises, supplier personnel and others. The Supplier shall also ensure that the Supplier Personnel shall comply with any and all applicable Cantium Policies and Regulations as well as those applicable third party policies, procedures and regulations.

8.6 The Supplier shall:

- (a) ensure that any Services are carried out in such a way as to prevent so far as reasonably possible damage or pollution to the environment;
- (b) keep any waste, surplus, condemned (or otherwise unusable) and recyclable materials and rubbish arising from the Services securely and safely on the Premises until cleared away in accordance with Applicable Laws and/or Cantium's reasonable instructions;
- (c) ensure that any removal of waste is only carried by registered, authorised and licensed carriers
- (d) keep a record of the carrier's waste transfer notices, registration, authorisation or licence and of the carrier's written confirmation of the disposal site used.

9 CANTIUM REPRESENTATIVE

9.1 The Cantium Representative shall, during working hours, have full and free access to the site and places where machinery, materials or plant intended for the Services, is or are being prepared, or from which they are to be supplied, for the purpose of inspecting the same or witnessing the tests referred to below and the Supplier and its approved sub-contractor or agent shall afford the Cantium Representative all proper facilities and assistance and all labour and appliances

necessary or required by the Cantium Representative for such inspection.

9.2 The Supplier shall at its own expense provide all necessary facilities and assistance to enable the Cantium Representative to undertake any appropriate supervision and direction of the Services, which are to be completed to the entire satisfaction of the Cantium Representative.

9.3 If the Cantium Representative instructs the Supplier to alter, add to, or make omissions from the Services, the Supplier shall, unless it immediately gives notice in writing to the Cantium Representative objecting to the instruction on the grounds of price or delivery time, comply with such instruction, (which shall not in any way affect the Supplier's obligations under the Contract). If the Supplier objects, the Cantium Representative must either rescind the instruction or agree a variation to the Charges or delivery time.

9.4 No order, instruction or drawing issued or given by the Cantium Representative in connection with carrying out of the Services shall entitle the Supplier to make any claim against Cantium for extra payment unless the Cantium Representative shall have agreed the cost with the Supplier and have given confirmation in writing authorising the extra payment.

9.5 The whole or any part of the Services which may be found to be defective or manufactured with inferior materials or which fail to pass any appropriate tests on completion (such tests to be paid for by the Supplier), or which are not in accordance with the Contract requirements, may be rejected by the Cantium Representative. The Supplier shall up to a period of 12 months after completion of the Services, if and when so ordered in writing by the Cantium Representative, rectify any defects in the Services or in materials manufactured and/or replace the whole or any part thereof and put any Engineering Works in working order according to the requirements and within the time specified by the Cantium Representative. Should the Supplier fail in this regard, the Cantium Representative may, after written notice to the Supplier of such failure, do, at the cost of the Supplier, anything which the Supplier has failed to do and for that purpose it may use any available plant appliances and tools of the Supplier without payment or liability to it for loss of or injury to such plant appliances and tools. After a request made by the Cantium Representative

at any time in relation to any item of plant appliance or tool, the Supplier shall immediately notify the Cantium Representative in writing of the name and address of the owner thereof.

10 SUPPLIER EQUIPMENT

10.1 The Supplier shall provide all the equipment necessary for the provision of the Services.

10.2 The Supplier shall maintain all items of its equipment within the Premises in a safe, serviceable and clean condition.

10.3 All equipment provided by the Supplier shall be at the risk of the Supplier and Cantium shall have no liability for any loss of or damage to such equipment unless the Supplier is able to demonstrate that such loss or damage was caused by the negligence or wilful default of Cantium.

11 SUPPLIER'S EMPLOYEES

"Employment Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any equivalent provisions in any other relevant jurisdiction.

11.1 The Supplier will indemnify Cantium on demand against all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses) incurred by Cantium on its own behalf and on behalf of any successor service provider relating to:

- (a) the employment and termination of employment of any person who transfers from the Supplier or its Representatives to Cantium or any successor service provider under the Employment Regulations or otherwise ("Relevant Employees") provided that (in the case of termination), such termination is carried out within 60 days of Cantium becoming aware of the transfer;
- (b) any act or omission by the Supplier or its Representatives in respect of any Relevant Employee up to and including the date of transfer; and

(c) any failure by the Supplier or its Representatives to comply with the Employment Regulations save to the extent caused by Cantium or any successor service provider.

11.2 At any time on request, the Supplier will provide (as relevant) Cantium or any successor service provider with the information specified in regulation 11 of the Employment Regulations in respect of any potential Relevant Employees.

The following clauses apply to Contracts in respect of both the provision of Goods and Services.

12 INTELLECTUAL PROPERTY

12.1 Cantium will own the Intellectual Property Rights in any New Materials and the Supplier assigns to Cantium by present and future assignment, with full title guarantee, all legal and beneficial rights, title and interest in the New Materials.

12.2 The Supplier will continue to own the pre-existing Intellectual Property Rights in any Supplier Materials and where any Supplier Materials are included in any Goods or used in any Services then the Supplier grants Cantium a perpetual, irrevocable, worldwide, sub-licensable, assignable, royalty-free, non-exclusive licence to use Supplier Materials to the extent necessary to take the full benefit of the Contract.

12.3 Cantium will continue to own the Intellectual Property Rights in any Cantium Materials together with any new Intellectual Property Rights and Know-How howsoever developed.

12.4 Where Cantium provides the Supplier with Cantium Materials then it grants the Supplier a limited, revocable, non-assignable, worldwide, royalty-free, non-exclusive licence to use the Cantium Materials to the extent necessary in accordance with any guidelines Cantium notifies it from time to time, solely to the extent needed to fulfil its obligations under the Contract.

13 DATA PROTECTION

"Personal Data" has the meaning given under the Data Protection Laws.

"Data" means all Personal Data and other data collected, generated or otherwise processed

by one party as a result of, or in connection with, the Contract.

“Data Protection Laws” means any data protection laws and regulations applicable in the United Kingdom from time to time and any codes of practice, guidelines and recommendations issued by the Information Commissioner or any replacement body.

- 13.1 If, during the term, either party processes Data on behalf of the other party, the provisions of this Clause 13 shall apply.
- 13.2 Each party shall comply with the requirements of the Data Protection Laws in respect of the activities which are the subject of the Contract and shall not knowingly do anything or permit anything to be done which might lead to a breach by the other of the Data Protection Laws.
- 13.3 Each party shall only process the Data to the extent necessary to perform its obligations under the Contract and shall have in place, and shall maintain, appropriate technical and organisational measures against unauthorised or unlawful processing of the Data and against accidental loss or destruction of, or damage to, the Data.
- 13.4 Any Data processed by Supplier under a Contract shall comply with applicable Cantium Policies and Regulations in place from time to time and, where applicable, third party policies and procedures.

14 CONFIDENTIALITY

- 14.1 “Confidential Information” means all information of a confidential nature in the disclosing party’s possession or control, whether created before or after the date of the Contract, whatever its format, and whether or not marked “confidential”, including the terms of the Contract, and negotiations relating to them, but shall not include any information which is or comes into the public domain through no fault of the other party, was already lawfully in the other party’s possession or comes into the other party’s possession without breach of any third party’s confidentiality obligation to the disclosing party, or is independently developed by or on behalf of the other party.
- 14.2 Each party shall safeguard the other party’s Confidential Information as it would its own confidential information, and shall use, copy

and disclose that Confidential Information only in connection with the proper performance of the Contract.

- 14.3 Nothing in the Contract shall be construed so as to prevent one party from disclosing the other’s Confidential Information where required to do so by a court or other competent authority, provided that, unless prevented by law, the first party promptly notifies the other party in advance and discloses only that part of the other party’s Confidential Information that it is compelled to disclose.
- 14.4 Each party shall tell the other immediately if it discovers that this Clause 14 has been breached and shall, on request, return to the other all of the other party’s Confidential Information which is in a physical form and destroy any other records containing Confidential Information.
- 14.5 The obligations in this Clause 14 shall continue without limit in time.

15 WARRANTIES

- 15.1 Each party represents and warrants that:
 - (a) it has the power and authority to enter into and perform the Contract, which constitute valid and binding obligations on it in accordance with their terms; and
 - (b) in performing its obligations under the Contract it shall comply with all Applicable Laws
- 15.2 The Supplier warrants and represents that the Goods and Services delivered by the Supplier shall:
 - (a) conform to the Specification and to any descriptions given in quotations, estimates and sales material;
 - (b) be free from defects in design, materials and workmanship;
 - (c) comply with all applicable laws, standards and good industry practice (including in relation to their manufacture, packaging and delivery);
 - (d) be, in the case of Goods, of satisfactory quality within the meaning of the Sale of Goods Act 1979;

- (e) be fit for any purpose;
- (f) in the case of Services, be carried out with all due skill and diligence and in a good and workmanlike manner, and in accordance with Good Industry Practice;
- (g) in the case of Services, the Supplier's employees and agents will have the necessary skills, professional qualifications and experience to provide the Services in accordance with the Order, including any specifications and Good Industry Practice (with the Supplier being responsible for all costs, fees, expenses and charges for training necessary or required for the Supplier's employees and agents to provide the Services);
- (h) that neither the Goods nor any Services shall infringe any third party Intellectual Property Rights;

15.3 Without limiting any other remedies to which it may be entitled, Cantium may at any time after Delivery reject any Goods or Services that do not comply with clause 15.2 by providing notification to the Supplier. As soon as reasonably practicable but in any event within ten Business Days after receiving the notification, the Supplier shall, at Cantium's option:

- (a) repair or replace the Goods; or
- (b) provide Cantium with a full refund of the Charges paid by Cantium.

15.4 The Supplier shall at its own cost collect any Goods rejected under clause 5 or this clause 15. Risk and title in the rejected Goods shall pass back to Supplier at the point at which the Goods are collected or, if earlier, ten days from the date on which Cantium notifies the Supplier of the rejection.

15.5 The provisions of this Agreement shall apply to any Goods that are repaired or replaced.

16 INDEMNITIES

The Supplier shall indemnify Cantium from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses,

liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses) incurred by Cantium, its employees, officers, agents and contractors as a result of or in connection with:

- (a) any damage to property or injury to persons resulting from the supply of Goods or provisions of Services;
- (b) any claim by Cantium or any third party resulting from the negligence of or breach by or fraud on behalf of the Supplier; or
- (c) any claim, demand or action alleging that the provision and/or use of the Goods or Services has infringed any Intellectual Property Rights of a third party.

17 CAPS ON LIABILITY

17.1 Subject to Clauses 17.2 and 17.4, the liability of the Supplier under or in connection with a Contract is limited to:

- (a) for liability arising from loss of or damage to property, £10,000,000 per occurrence; and
- (b) for all other liabilities, the higher of:
 - (i) £100,000; or
 - (ii) 150% of the total amounts paid and which would be payable under the Contract.

17.2 Other than in respect of death or personal injury to the extent caused by Cantium or such other matters for which liability is precluded by the operation of law, the maximum extent of Cantium's liability to Supplier in respect of any and all liabilities shall be limited to the lower of:

- (a) The outstanding properly due invoiced amount; or
- (b) £100,000.

17.3 Neither party will be liable for any indirect or consequential loss.

17.4 The exclusions and limitation of liability set out in Clauses 17.1 and 17.2 do not apply to:

- (a) liability arising from death or injury to persons;
- (b) any breach of Clause 13 or Clause 14;
- (c) any indemnity; or
- (d) anything else which cannot be excluded or limited at law,

to which no limit applies.

18 INSURANCE

18.1 Without prejudice to Clause 16 the Supplier shall maintain in force at its own expense with reputable insurance companies:

- (a) employer's liability insurance for the minimum amount of £10 million;
- (b) public and product liability insurance for the minimum amount of £10 million per occurrence and in the annual aggregate;
- (c) professional indemnity, errors or omissions or equivalent insurance for the minimum amount of £10 million per event and in the annual aggregate; and
- (d) any other insurances reasonably required by Applicable Law or by Cantium.

18.2 Within 14 days of a request by Cantium, the Supplier shall provide evidence of the policies referred to in Clause 18.1.

19 TERM AND TERMINATION

19.1 A Contract commences on the date of the acceptance of the Order and continues until the Goods have been delivered or the Services have been completed in accordance with the Contract, on which date the Contract will terminate.

19.2 A Contract may be terminated immediately by notice in writing:

- (a) by either party if the other party is in material or continuing breach of any of its obligations under the Contract and fails to remedy the breach (if capable of remedy) for a period of ten working days after written notice by the other party;

(b) by either party with immediate effect from the date of service on the other party of written notice if:

- (i) such other party becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as amended);
- (ii) such other party ceases or threatens to cease to carry on the whole or a substantial part of its business;
- (iii) any distress or execution shall be levied upon such other party's property or assets, or any of its property is subject to the exercise of commercial rent arrears recovery;
- (iv) such other party shall make or offer to make any voluntary arrangement or composition with its creditors;
- (v) any resolution to wind up such other party (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) shall be passed, any petition to wind up such other party shall be presented or an order is made for the winding up of such other party;
- (vi) such other party is the subject of a notice of intention to appoint an administrator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order, or has an administrator appointed over it;
- (vii) a receiver or administrative receiver is appointed over all or any of such other party's undertaking property or assets;
- (viii) any bankruptcy petition is presented or a bankruptcy

order is made against such other party;

- (ix) an application is made for a debt relief order, or a debt relief order is made in relation to Cantium; or
- (x) such other party is dissolved or otherwise ceases to exist.

19.3 Termination shall not affect either of the parties' accrued rights or liabilities, or the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

20 FORCE MAJEURE AND EXCLUDED EVENTS

"Force Majeure Event" means an event or circumstance beyond the reasonable control of a party which is not attributable to its fault or negligence, including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, strikes and other industrial action (other than strikes and other industrial action of the Supplier Personnel), sabotage or riots, and floods, fires, explosions or other catastrophies which directly prevent performance of the Contract.

20.1 Neither party shall be liable for any breach of the Contract, and Cantium shall not be liable for any failure or delay in providing the Services, arising directly or indirectly as a result of a Force Majeure Event.

21 FRAUD, BRIBERY AND CORRUPTION

21.1 Each party shall notify the other immediately if it becomes aware of or has grounds for suspecting any fraud or Malpractice relating to the supply of Goods or Services.

21.2 Without prejudice to any other remedy it may have, if either party has reasonable grounds for believing that any of the other party's personnel has committed a fraud or Malpractice relating to the supply of Goods or Service, that party may, in its absolute discretion:

- (a) suspend the supply of the Goods or Services; and/or

- (b) withhold payment of any Charges falling due.

Payment of the Charges and supply of the Goods or Services shall be resumed if it is established that the other party's personnel were not responsible for any fraud or Malpractice.

22 GENERAL

22.1 The Supplier shall not, without the prior written consent of Cantium assign, transfer, grant any security interest over or hold on trust any of its rights or obligations under these Conditions or under any Contract or any interest in them.

22.2 The Supplier may not subcontract any of its rights or obligations (or both) under these Conditions or under any Contract without the prior written consent of Cantium. The Supplier shall remain responsible for all obligations that are performed by the Supplier Personnel as if they were acts or omissions of the Supplier.

22.3 Nothing in these Conditions or any Contract is intended to or shall operate to create a partnership or joint venture or other business arrangement of any kind between the parties. No party shall have the authority to bind the other party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.

22.4 Any Cantium Materials shall not be used by the Supplier or Supplier Personnel for any purpose whatsoever other than for the performance of the Contract and are to be returned carriage paid, carefully packed. All Cantium Materials whilst in the Supplier's possession are at Supplier's risk and must be insured by it against loss or damage.

22.5 The parties do not intend any third party to have the right to enforce any provision of these Conditions or of any Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22.6 No variation of these Conditions or of any Order or Contract shall be effective unless it is in writing and signed by or on behalf of each party by its duly authorised representative.

22.7 The rights and remedies expressly conferred by these Conditions or by any Contract are

cumulative and additional to any other rights or remedies a party may have.

- 22.8 Communications under the Contract shall be in writing and delivered by hand, sent by recorded delivery post or by email to the relevant party at its address or email address (as applicable). Without evidence of earlier receipt, communications are deemed received: if delivered by hand, at the time of delivery; if sent by recorded delivery, at 9.00 am on the second business day after posting; if sent by email, at the earlier of (i) the time the recipient acknowledges receipt and (ii) 24 hours after transmission, unless the sender receives notification that the email has not been successfully delivered, and provided that a copy is also sent by pre-paid post. In the case of post it shall be sufficient to prove that the communication was properly addressed and posted or transmitted.
- 22.9 If any dispute arises under or in connection with this Contract, the parties agree to enter into mediation to endeavour to settle such a dispute. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings in the English courts, in accordance with Clause 22.10, below.
- 22.10 Each Contract and any non-contractual obligations arising in connection with it is governed by and construed in accordance with English law, and the English courts have exclusive jurisdiction to determine any dispute arising in connection with them, including disputes relating to any non-contractual obligations.
- 22.11 Where the Services to be provided under the Contract are Construction Operations, notwithstanding the provisions of Clause 15.10, any dispute arising under the terms of the Contract at any time may be referred by either party to adjudication in accordance with the procedure set out in the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011(SI 2011/2333).