

TERMS AND CONDITIONS

Subject to any variation under condition 16.4, these Conditions form part of the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification, or other document).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Affiliate: means any legal entity directly or indirectly owned or controlled by a party or any legal entity that directly or indirectly owns or controls a party.

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Certificate of Analysis or CoA: the report prepared by CORMICA BRADFORD with details of the analytical testing performed and results obtained by CORMICA BRADFORD.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 6.

Commencement Date: has the meaning given in **Error! Bookmark not defined.** **Error! Reference source not found.**

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.4.

Contract: the contract between CORMICA BRADFORD and the Client for the supply of Services as set out in the Contract Details and in accordance with these Conditions.

Contract Details: means the specific details provided for the contract between the parties set out in the table in the front of these Conditions and signed by both parties.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Client: the organisation who purchases Services from CORMICA BRADFORD as named on the Quotation.

Client Default: has the meaning set out in clause 5.2.

Client Materials: test samples or other materials and all Technical Information and any other necessary documents, data or other information relating to the Product and required for the Services supplied by the Client to CORMICA BRADFORD.

GxP: Means relevant good practise conditions and guidelines including but not limited to Good Laboratory and Good Manufacturing Practise.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral 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, 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.

Non-Conformance: means something went wrong in a product, service, or process. Detection of non-conformities comes from Internal / External audits, inspections, document adequacy reviews, checks or tests, customer or stakeholder complaints or

feedback, general observations or experience or other process-related quality activities.

Output Material: any Certificate of Analysis, report, document, material, data or other information relating to the Services provided by CORMICA BRADFORD to the Client.

Quality Control: the responsibilities of CORMICA BRADFORD and the Client as set out in the a Separate Technical Quality Agreement.

Quotation: the description or specification of the Services provided in writing by CORMICA BRADFORD to the Client with details of the Charges.

Services: the services, including the Output Material, supplied by CORMICA BRADFORD to the Client as set out in the Quotation.

Technical Information: the technical data and know-how possessed by the Client relating to the Products including where appropriate Product specifications or Material Safety Data supplied by the Client for the purpose of advising CORMICA BRADFORD of the testing requirements.

1.2

Interpretation:

- (a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended, or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) 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.
- (c) A reference to **writing** or **written** includes email.

2. Basis of contract

2.1

The Purchase Order or signed quote constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2

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

2.3

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

2.4

Any Quotation given by CORMICA BRADFORD shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

- 3. Supply of Services**
- 3.1 CORMICA BRADFORD shall supply the Services to the Client in accordance with the Quotation and the Contract Details in all material respects.
- 3.2 CORMICA BRADFORD shall use all reasonable endeavours to meet any specified performance dates, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 CORMICA BRADFORD reserves the right to amend the Quotation 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. CORMICA BRADFORD shall notify the Client in any the event of any material amendments to the Quotation.
- 3.4 CORMICA BRADFORD warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.5 CORMICA BRADFORD will ensure that all conditions and facilities on sites which will deliver the Services will be maintained to the necessary standards as required for the Services, with adequate staff of sufficient competence to carry out the Services in compliance with the requirements of relevant GxP or any other relevant code of practise specified by CORMICA BRADFORD.
- 3.6 If the Quotation sets out specific work to be subcontracted, the Client agrees to CORMICA BRADFORD sub-contracting that work including to CORMICA BRADFORD Affiliates. CORMICA BRADFORD shall utilise laboratories approved by CORMICA BRADFORD internal quality processes for sub-contracted work. CORMICA BRADFORD will not permit sub-contractors to further sub-contract any aspect of the work under the Contract.
- 4. Sample Delivery**
- 4.1 Unless stated otherwise in the Quotation, the Client is responsible for arranging delivery of the Client Material for testing to CORMICA BRADFORD, shipped under conditions appropriate to the nature of the Client Material.
- 4.2 The Client is responsible for documenting Client Material storage conditions on the packaging and/or accompanying documentation. If no information is supplied, Client Material received at ambient temperature will be stored between 15-25°C.
- 4.3 All Client Material for testing must arrive between 8am and 4pm Monday to Friday. If Client Material is due to arrive outside of these hours this must be agreed in advance.
- 4.4 For expedited testing under the Quotation, the Client Material as agreed in the quotation. If a later delivery is required, this must be agreed with CORMICA BRADFORD, and the samples must arrive by the agreed time.
- 5. Client's obligations**
- 5.1 The Client shall:
- (a) ensure that the terms of the Order and any information it provides that form the basis of the Quotation are complete and accurate.
 - (b) co-operate with CORMICA BRADFORD in all matters relating to the Services.
 - (c) at its own expense supply the Client Materials to enable CORMICA BRADFORD to provide the Services in accordance with the Contract. The Client shall ensure that all Client Materials shall be complete and accurate and acknowledges that CORMICA BRADFORD shall rely upon the Client Materials in performing the Services.
 - (d) at its own expense, retain duplicate copies of all Client Materials and insure against its accidental loss or damage.
 - (e) return a completed test request form with every test sample it supplies to CORMICA BRADFORD, which must clearly identify the relevant Quotation by quoting the description of services appearing on the Quotation.
- (f) document Client Material storage conditions on the packaging or accompanying documentation. If the Client fails to provide the test material storage conditions, test materials received at ambient temperature will be stored under this condition (which for the avoidance of doubt shall be between 15-25°C).
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for CORMICA BRADFORD to provide the Services before the date on which the Services are to start.
- (h) ensure all staff are given a health and safety induction and provided with appropriate safety training, including control of substances hazardous to health (COSHH), in order to comply with the requirements of the Health and Safety at Work etc. Act (1974) and its obligations under this agreement; and
- (i) comply with any additional obligations as set out in the Quotation.
- 5.2** If CORMICA BRADFORD's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- (a) without limiting or affecting any other right or remedy available to it, CORMICA BRADFORD shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays CORMICA BRADFORD's performance of any of its obligations.
 - (b) CORMICA BRADFORD shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from CORMICA BRADFORD's failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - (c) the Client shall reimburse CORMICA BRADFORD on written demand for any costs or losses sustained or incurred by CORMICA BRADFORD arising directly or indirectly from the Client Default.
- 6. Charges and payment**
- 6.1** The Charges for the Services shall be as set out in the Quotation and time for payment shall be of the essence.
- 6.2** If CORMICA BRADFORD considers that expenses for the purchase of any equipment, materials or information is necessary to provide the Services in addition to that set out in the Quotation, CORMICA BRADFORD shall not begin any work until the Client has agreed such expenses.
- 6.3** CORMICA BRADFORD reserves the right to withhold access to Output Materials when there are outstanding Charges owed by the Client. CORMICA BRADFORD accepts no responsibility for the consequences of withholding Output Materials in such circumstances.
- 6.4** CORMICA BRADFORD shall be entitled to charge the Client a sum calculated on a time and materials basis for the time spent by CORMICA BRADFORD employees if the Client requests CORMICA BRADFORD to provide advice or assistance with a view to engaging CORMICA BRADFORD to provide the Services, but the Client does not provide any Client Materials.
- 6.5** CORMICA BRADFORD reserves the right to apply supplementary charges for the supply of additional documentation if requested by the Client, including but not limited to raw data or controlled versions of SOPs.
- 6.6** Cormica Bradford reserves the right to increase the Charges upon providing the Client with no less than [30] days' prior written notice. Any such increase shall apply only to Services provided after the effective date of the notice.

- 6.7 CORMICA BRADFORD shall invoice the Client as set out in the Quotation or, if not detailed, on completion of a first draft report or on completion of other stages of work identified in the Quotation. CORMICA BRADFORD reserves the right to render invoices earlier if completion of any such work is delayed.
- 6.8 Where CORMICA BRADFORD provides Services to the Client and those Services are invoiced on delivery of the service. The minimum charge for service is outlined in the quotation.
- 6.9 The Client shall pay each invoice submitted by CORMICA BRADFORD:
- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by CORMICA BRADFORD.
- 6.10 All amounts payable by the Client 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 CORMICA BRADFORD to the Client, the Client shall, on receipt of a valid VAT invoice from CORMICA BRADFORD, pay to CORMICA BRADFORD such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.11 If the Client fails to make a payment due to CORMICA BRADFORD under the Contract by the due date, then, without limiting CORMICA BRADFORD's remedies under clause 14, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 6.11 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%.
- 6.12 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).
- 7. Intellectual property rights**
- 7.1 All Intellectual Property Rights in the Client Materials belong to the Client. The Client hereby grants to CORMICA BRADFORD a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Client Materials provided by the Client to CORMICA BRADFORD for the term of the Contract solely for the purpose of providing the Services to the Client.
- 7.2 All Intellectual Property Rights in or arising out of or in connection with the Services including the Output Material shall be owned by CORMICA BRADFORD. Subject to clause 7.3, CORMICA BRADFORD hereby grants to the Client a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual, and irrevocable licence to use and copy the Output Material for the purpose of receiving and using the Services and the Output Material.
- 7.3 The Client shall not alter any reports licensed as part of Output Material and all reports must be disclosed in full and identify CORMICA BRADFORD as the service provider. The Client may use factual extracts of reports provided that such extracts give a fair view of the results set out in the reports and do not refer to CORMICA BRADFORD by name or otherwise identify CORMICA BRADFORD without prior written consent of CORMICA BRADFORD.
- 7.4 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.
- 7.5 The Client warrants that any Client Materials and their use by CORMICA BRADFORD for the purpose of providing the Services will not infringe the copyright or other rights of any third party.
- 7.6 The Client shall indemnify CORMICA BRADFORD 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 CORMICA BRADFORD arising out of or in connection with:
- a) any breach of the warranty contained in 7.5; or
- b) any claim made against CORMICA BRADFORD for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with CORMICA BRADFORD's use of the Client Materials.
- 8. Confidentiality**
- 8.1 If a Confidentiality Agreement is not in place as set out in the Contract Details, the parties agree that the provisions of this clause 8 shall apply.
- 8.2 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 including the Client Materials and the Output Materials, except as permitted by clause 8.3.
- 8.3 Each party (the disclosing party) may disclose the other party's confidential information, as defined in clause 8.1:
- (a) to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of carrying out that party's obligations under the Contract; and
 - (b) where the confidential information is or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by a party in breach of the Contract; or
 - (c) with the prior written consent of the disclosing party; or
 - (d) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.4 Each party shall procure that its, and its Affiliates employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8 and shall be responsible for any breaches.
- 8.5 The obligations of confidentiality in this clause 8 shall remain in force throughout the term of the Contract and for a period of five (5) years thereafter.
- 9. Archive and Storage of Samples and Data**
- 9.1 CORMICA BRADFORD will retain all Client Materials that are non-perishable samples for a period of not more than one month after completion of testing barring any ongoing investigations.
- 9.2 CORMICA BRADFORD will retain the following information in its archives for at least five (5) years after the date of any technical or quality analysis performed:
- (a) All testing methodology documentation, analytical instrument specific records and data method validation records and all quality assurance, quality control and analytical instrument/equipment maintenance records and any other records directly relating to the specific analysis performed for the Client; and
 - (b) All training records of relevant personnel.
- 9.3 All controlled documents, data, or other information specific to the technical/quality analysis performed for the Client, will be retained free of charge in CORMICA BRADFORD's archive for five (5) years after the date of any analysis performed unless regulatory requirements dictate otherwise, or an alternative arrangement has been mutually agreed in writing between the Parties.
- 9.4 CORMICA BRADFORD shall check the agreement between the Client and CORMICA BRADFORD, and where the archive expiry date is more than the 5 year archiving period has expired, CORMICA BRADFORD will arrange for documents to be returned to the Client for their internal storage. If the Client does not respond to CORMICA BRADFORD on any of these three (3) occasions, CORMICA BRADFORD shall be entitled to proceed with the destruction of all such information without any liability to the Client.

- 9.5 If the Client requests an alternative arrangement which will require any additional charges for shipping, document retention, destruction of archived data or administration fees other than what is described in the Quotation, these costs will be agreed upon with the Client prior to the conclusion of this Contract.
10. **Audit Rights**
- 10.1 The Client may audit the CORMICA BRADFORD testing facilities once per three-year period. Such audits may include a review of Technical Documentation and records relevant to the testing undertaken by CORMICA BRADFORD on behalf of the Client. Any audit requests by Affiliates who have reasonable need to audit, will be assessed on an individual basis, and approved at the discretion of CORMICA BRADFORD.
- 10.2 If an audit is to be performed by an Affiliate, written approval that the Affiliate may access confidential Client records must be provided prior to any audit being performed.
- 10.3 CORMICA BRADFORD agrees to provide the Client and/or any Affiliates with any necessary assistance and information required to complete a paper-based audit. In the event of any audit which is not a paper-based audit, CORMICA BRADFORD agrees, at the Client's sole cost and expense, to provide the Client and/or any Affiliates with any necessary assistance and information required to complete the audit.
- 10.4 In the case of a request from the competent regulatory authorities having jurisdiction over the Client's activities, CORMICA BRADFORD shall permit representatives of the competent regulatory authority to enter CORMICA BRADFORD's premises for auditing at the Client's cost and expense. CORMICA BRADFORD shall supply said representatives with any necessary assistance and information.
11. **Quality Incidents and Non-conformances**
- 11.1 CORMICA BRADFORD shall promptly inform the Client of any major quality incident, Non-Conformances, out of specification results or test failures which may have a bearing on product safety or quality in relation to the Products.
- 11.2 CORMICA BRADFORD shall inform the Client immediately by telephone or email and in writing where CORMICA BRADFORD has actual knowledge of end user safety concerns which impact their product or testing requirements.
- 11.3 Subject to clause 11.4, CORMICA BRADFORD shall supply all necessary information and co-operation for the investigation of all such events under this clause 11 and shall use its in-house procedure for any such investigations.
- 11.4 CORMICA BRADFORD will apply supplementary charges on a time and materials basis, where CORMICA BRADFORD is not at fault under the investigation, to:
- (a) undertake or assist the Client with any investigation including the supply of investigation reports and any additional documentation or data.
 - (b) for performance of additional investigational work that this is not included in the cost of supply of the investigation reports.
- 11.5 CORMICA BRADFORD will apply supplementary charges on a time and materials basis for out of specification results or Non-Conformances in accordance with CORMICA BRADFORD's price list as amended from time to time.
12. **Data protection**
- 12.1 Both parties undertake to comply with all applicable laws, statutes, regulations, and codes relating to data protection. The Parties will ensure that they have all necessary or appropriate consents and notices in place to enable lawful transfer of any personal data to each other for the duration and purpose of the Services.
- 12.2 Each party shall implement and maintain appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data or sensitive data against accidental loss or destruction of or damage to data in accordance with all applicable laws and, in particular, data protection laws.
- 12.3 The Client warrants that it shall not supply any personal data relating to the samples to CORMICA BRADFORD and all samples provided are anonymous when provided to CORMICA BRADFORD, even if they are pseudonymised for the Client. If personal data related to any sample will be supplied to CORMICA BRADFORD, the parties shall enter into a separate data processing agreement prior to any such personal data being provided to CORMICA BRADFORD.
13. **Limitation of liability:**
- THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 13.1 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in this clause 13 shall limit the Client's payment obligations under the Contract.
- 13.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence.
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.4 Subject to clause 13.3 (Liabilities which cannot legally be limited), CORMICA BRADFORD's total liability to the Client for all loss or damage shall not exceed the value of the Services provided by CORMICA BRADFORD under the Contract.
- 13.5 Subject to clause 13.2 (No limitation of customer's payment obligations) and clause 13.3 (Liabilities which cannot legally be limited), this clause 13.5 sets out the types of loss that are wholly excluded:
- (a) loss of profits.
 - (b) loss of sales or business.
 - (c) loss of agreements or contracts.
 - (d) loss of anticipated savings.
 - (e) loss of use or corruption of software, data, or information.
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 13.6 CORMICA BRADFORD shall have no liability to the Client for any loss of damage to the Client Materials, however so caused.
- 13.7 CORMICA BRADFORD has given commitments as to compliance of the Services and the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, expressly excluded from the Contract.
- 13.8 Unless the Client notifies CORMICA BRADFORD that it intends to make a claim in respect of an event within the notice period, CORMICA BRADFORD shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 13.9 This clause 13 shall survive termination of the Contract.
14. **Termination**
- 14.1 Without affecting any other right or remedy available to it, CORMICA BRADFORD may terminate the Contract by giving the Client not less than one month's 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:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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];
- (c) 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
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.3 Without affecting any other right or remedy available to it, CORMICA BRADFORD may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

14.4 Without affecting any other right or remedy available to it, CORMICA BRADFORD may suspend the supply of Services under the Contract or any other contract between the Client and CORMICA BRADFORD if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment.
 - (b) the Client becomes subject to any of the events listed in clause 14.2(c) or clause 14.2(d), or CORMICA BRADFORD reasonably believes that the Client is about to become subject to any of them; and
 - (c) CORMICA BRADFORD reasonably believes that the Client is about to become subject to any of the events listed in clause 14.2(b).
- CORMICA BRADFORD shall not be liable for any loss or damage as a result of suspending work in such circumstances.

15. Consequences of termination

15.1 On termination or expiry of the Contract:

- (a) the Client shall immediately pay to CORMICA BRADFORD all of CORMICA BRADFORD's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, CORMICA BRADFORD shall submit an invoice, which shall be payable by the Client immediately on receipt.
- (b) CORMICA BRADFORD shall cease to use and shall return any Client Materials, save for copies which may be retained for archive and legal purposes.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations, or 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.

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

16. General

16.1 Force majeure. Neither party shall be in breach of the Contract nor 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.

16.2 Assignment and other dealings.

- (a) CORMICA BRADFORD 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.
- (b) The Client shall not assign, transfer, mortgage, charge, subcontract, 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 CORMICA BRADFORD.

16.3 Entire agreement.

- (a) The Contract and any Confidentiality Agreement as set out in the Contract Details constitute 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.
- (b) 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 that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

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

16.5 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.

16.6 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. If any provision or part-provision of this Contract deleted under this clause 16.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.7 Notices.

- (a) 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 or sent by email to the address specified in the Quotation.
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address.
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9am on the second Business Day after posting; or
 - (iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.7(b)(iii), business hours means

8am to 4pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- (c) This clause 16.7 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.

16.8 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.

16.9 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.

16.10 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 save that injunctive relief may be sought in any relevant jurisdiction.