

TERMS & CONDITIONS FOR BUSINESS CUSTOMERS

EFFECTIVE 25TH MAY 2018



A DIVISION OF F.W. THORPE PLC

1 Business customers

- 1.1 These terms and conditions apply to sales of our goods and/or services to business customers.
- 1.2 If you wish to buy our goods for domestic use or for purposes not connected with a business, you are a consumer, in which case these terms and conditions do not apply to you and you should see instead our terms and conditions for consumers.

2 The contract between us

- 2.1 A contract between us on the terms set out in these terms and conditions will come into force when we confirm our acceptance of your order.
- 2.2 These terms and conditions will govern the contract to the exclusion of any terms which you might seek to incorporate or impose or which might be implied by trade, custom or a course of dealing.
- 2.3 References in these terms and conditions to the quotation is to any written quotation issued by us which is accepted by you via your order.
- 2.4 All goods are subject to availability. If, following acceptance of your order, we are not able to supply the goods in question, we will inform you of this and will not process your order. If you have already paid for the goods, we will refund you the full amount as soon as reasonably possible.
- 2.5 We may vary these terms and conditions from time to time. Every time you order goods and/or services from us, the terms and conditions in force at that time will apply to the contract between us.
- 2.6 These terms and conditions apply equally to goods and services except as otherwise stated.
- 2.7 In the event that any goods are supplied by us under or in conjunction with a third party finance agreement ("Finance Agreement") the provisions of clause 20 shall apply.

3 Price

- 3.1 The price of the goods is the price set out in the quotation. The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 3.2 Our quotations are valid for the period set out in them and, where no period is provided, the quotation shall lapse after 30 days.
- 3.3 The price quoted excludes the cost of delivery (unless otherwise stated) which will be payable by you in addition.
- 3.4 Rates of tax and duties on the goods will be those applying at the time of delivery.
- 3.5 At any time before delivery we may adjust the price of our goods to reflect any increase in our costs of supplying the goods where such increase is beyond our reasonable control.
- 3.6 For special orders: All orders for lamps and luminaires of non-standard voltages or types not included in catalogues are considered to be "Special Types" the production of which is undertaken on the understanding that you will accept under or over delivery to the extent of 10% at the price quoted per unit (adjusted pro-rata).
- 3.7 Where you require the delivery of goods to be on pallets, a charge of 0.5% of the total price payable for the goods shall be added to the price. Unless otherwise specified this amount will be credited in full on the return, within one month, of such pallets in good condition carriage paid. No charge is made for any other form of packaging and no credit will be allowed for its return.
- 3.8 The price for the services will be:
 - (a) the price set out in our quotation; or
 - (b) if no price is quoted, the price will be calculated on the basis of our daily rates from time to time, details of which are available on request.

4 Delivery

- 4.1 All delivery times quoted are estimates only and not legally binding on us.
- 4.2 If we fail to deliver within a reasonable time after any quoted delivery time, you may (by informing us in writing) cancel the contract, however:
 - 4.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and
 - 4.2.2 if you cancel the contract, you can have no further claim against us under that contract.
- 4.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
- 4.4 We may deliver the goods in instalments. Each instalment is treated as a separate contract.
- 4.5 We may decline to deliver if:
 - 4.5.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
 - 4.5.2 the delivery location (or the access to it) is unsuitable for our vehicle in which case our sole liability will be to make the goods available for collection by you from our premises and we reserve the right to charge for any costs spent on time wasted in relation to the failed delivery.
- 4.6 Goods will not be delivered on pallets unless requested (see clause 3.7).
- 4.7 You agree to cooperate fully with us and provide us, our employees, agents, consultants and subcontractors with access to your premises and other facilities as reasonably required by us to deliver the goods to you.
- 4.8 We will deliver the goods to you in accordance with the terms of delivery policy available at www.thorlux.com/files/offloading-goods.pdf.

5 Supply of the services

- 5.1 We will supply the services in accordance with any written specification for the services agreed in writing between us.
- 5.2 We will use our reasonable endeavours to meet any performance dates agreed between us in writing, but these dates will be estimates only and time will not be legally binding on us.
- 5.3 We may make changes to the services which are necessary to comply with applicable laws or safety requirements or which do not materially affect the nature or quality of the services.
- 5.4 You must:
 - (a) cooperate with us in all matters in relation to the services;
 - (b) provide us, our employees, agents, consultants and subcontractors with access to your premises and other facilities as reasonably required by us to provide the services;
 - (c) provide us with such information and materials as we reasonably require in relation to the services and ensure that such information is accurate in all material respects;
 - (d) obtain and maintain any necessary licences, permissions and consents required for the services before the date on which the services are due to start;
 - (e) keep and maintain any materials, equipment, documents or property of ours or our employees, agents, consultants and subcontractors at your premises in safe custody at your own risk; and
 - (f) ensure that your premises provide a safe environment in which to perform the services.
- 5.5 If our performance of any of our obligations in relation to the services is prevented or delayed by any act or omission by you or any failure by you to perform a relevant obligation (Your Non-Performance):
 - (a) we may, without limiting our other rights and remedies, suspend performance of the services until you remedy Your Non-Performance and rely on Your Non-Performance to relieve us from the performance of any of our obligations to the extent that Your Non-Performance prevents or delays our performance;
 - (b) we will not be liable for any cost or losses sustained or incurred by you arising indirectly or directly from any such delay or failure; and
 - (c) you will reimburse us on demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Non-Performance.

- 5.6 We warrant that the services will be provided using reasonable skill and care. In the event of any breach of this warranty, we will, at our discretion, refund the price of the services or re-perform the services to your reasonable satisfaction. If we refund the price of the services or re-perform them to your reasonable satisfaction then, subject to clause 14.1, this will be your only remedy for breach of the warranty set out in this clause 5.6.

6 Risk

- 6.1 The goods are at your risk from the time of delivery.
- 6.2 Delivery takes place either:
- 6.2.1 on completion of loading of the goods at our premises (if you are collecting them or arranging carriage); or
 - 6.2.2 once the goods are unloaded at your premises or address specified by you (if we have agreed in writing to deliver the goods to such address).
- 6.3 You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within three working days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods without which no refund or replacement goods will be given.

7 Payment terms

- 7.1 You are to pay us in cash or in cleared funds for our goods on or prior to delivery, unless you have an approved credit account.
- 7.2 If you have an approved credit account, payment for the goods is due no later than end of month following the month of our invoice unless otherwise agreed in writing.
- 7.3 Payment for the services will be in instalments and on the dates set out in our quotation.
- 7.4 If and to the extent that:
- 7.4.1 the contract between us is a construction contract for the purposes of the Housing Grants, Construction and Regeneration Act 1996 (the Act); and
 - 7.4.2 the contract fails adequately to provide for such matters in respect of payment as the Act requires the contract to make provision (including without limitation the amount of the stage payments to which we are entitled and the date for payment) then the relevant provisions of The Scheme for Construction Contracts (England and Wales) Regulations 1998 will apply in respect of those matters.
- 7.5 If you fail to pay us any amount due to us in full on the due date we may:
- 7.5.1 suspend or cancel future deliveries;
 - 7.5.2 cancel any discount offered to you;
 - 7.5.3 suspend performance of the services;
 - 7.5.4 charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;
 - (a) calculated (on a daily basis) from the date of our invoice until payment;
 - (b) compounded on the first day of each month; and
 - (c) accruing before and after any judgment (unless a court orders otherwise);
 - 7.5.5 claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs;
 - 7.5.6 recover (under clause 7.9) the cost of taking legal action to make you pay.
- 7.6 If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.
- 7.7 You do not have the right to set off any money you may claim from us against anything you may owe us.
- 7.8 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien) and a right to sell it and keep the proceeds if, in our reasonable opinion, we are unlikely to be paid.
- 7.9 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) resulting (directly or indirectly) from any breach by you of any of your obligations under these terms.

8 Payment disputes and Debit Notes

- 8.1 If you operate a debit note system, debit notes will only be accepted by us if raised in respect of the following matters: incorrect goods supplied, pricing discrepancies, delivery shortages, delivery, damaged goods, faulty goods and/or cancellation.
- 8.2 All requests to return goods to us must be agreed in writing by us before any debit note is raised by you.
- 8.3 Debit notes will only be accepted by us if:
 - 8.3.1 they include details of our invoice to which they relate;
 - 8.3.2 they are received by us within 7 days of the date on which the invoice is due for payment by you;
 - 8.3.3 they are notified to us on the day that they are raised; and
 - 8.3.4 they relate to the value of goods in dispute and not the value of the whole invoice (except where the value of the whole invoice is in dispute).
- 8.4 In no circumstances will debit notes be accepted by us in relation to invoices which have either been subject to a prompt payment discount or which are the subject of a dispute raised by you more than 5 days after the date on which the invoice is due for payment.

9 Samples

- 9.1 Unless otherwise expressly agreed between us samples submitted with our quotation or at your request must be returned within 90 days of receipt and we shall be entitled to charge for them at our standard price if they are not so returned.

10 Storage

- 10.1 If we do not receive forwarding instructions sufficient to enable us to despatch the goods within 14 days after notification that the goods are ready for delivery or that they have been tested you will take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to invoice and be paid for the goods as though the goods had been delivered. We may arrange storage either at our own works or elsewhere on your behalf and all charges incurred by us as a result of such delay including storage and insurance shall be payable by you.

11 Performance

- 11.1 Any data, technical information or performance figures provided by us are based on tests performed under standard conditions at our premises. They are believed to be accurate but cannot be guaranteed under different conditions.
- 11.2 Our goods are carefully inspected, and, where practicable submitted to standard tests at our works before despatch. If tests other than those specified or tests in the presence of you or your representatives are required, these will be charged for. In the event of any delay on your part in attending tests after you have received 7 days notice that we are ready to perform the tests, the tests will proceed in your absence. You agree to accept the results of and pay for such tests as if they had been performed in your presence.

12 Title

- 12.1 Until you pay all debts you may owe us:
 - 12.1.1 all goods supplied by us remain our property;
 - 12.1.2 you must store them so that they are clearly identifiable as our property;
 - 12.1.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
 - 12.1.4 you may use those goods and sell them in the ordinary course of your business, but not if:
 - (a) we revoke that right (by informing you in writing) any time after the due date for payment has passed; or
 - (b) you become subject to one of the events described in clause 19.3.2.
- 12.2 You must inform us (in writing) immediately if you become insolvent.
- 12.3 If your right to use and sell the goods ends you must allow us to remove the goods.
- 12.4 We have your permission to enter any premises where the goods may be stored:
 - 12.4.1 at any time, to inspect them; and
 - 12.4.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.
- 12.5 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
- 12.6 You are not our agent. You have no authority to make any contract on our behalf or in our name.

13 Warranties in respect of goods

- 13.1 We warrant that:
 - 13.1.1 the goods comply with their description on our acknowledgement of order form; and
 - 13.1.2 subject to the provisions of clauses 13.3 to 13.8 (inclusive) all goods apart from those specified at clause 13.1.3 will remain free from material defect within the period of 60 calendar months after the point at which they are dispatched from our premises; and
 - 13.1.3 consumable components including batteries, fluorescent and discharge lamps will be free from material defect at the point at which they are dispatched from our premises; and
 - 13.1.4 the Services will not need rectification of them for a period of 12 months from their completion.
- 13.2 We do not warrant that the goods are fit for any particular purpose.
- 13.3 If you believe that we have delivered goods which are defective in material or workmanship, you must:
 - 13.3.1 inform us (in writing), with full details, as soon as possible; and
 - 13.3.2 allow us to investigate (we may need access to your premises and product samples).
- 13.4 You acknowledge and agree that an LED product will only be considered defective for the purposes of this clause 13 if it fails to emit 70% or more of its specified lumen output value and/or more than 10% of the individual LEDs comprised in that product fail to emit any light at all.
- 13.5 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 13.3) in full, we will (at our option) repair the goods, replace the goods or refund the price. It is your responsibility to return the goods at your cost. If we choose to discharge our obligations in this clause without the return of goods, for example any repair or remedial work on our behalf by you, the cost of such work must be agreed in writing by us before the commencement of any such repair or remedial work.

- 13.6 The warranty given at clause 13.1 does not apply to any defect in the goods arising from:
- 13.6.1 fair wear and tear;
 - 13.6.2 wilful damage, abnormal storage or working conditions;
 - 13.6.3 accident or negligence by you or a third party;
 - 13.6.4 your failure to operate the goods in accordance with user instructions;
 - 13.6.5 any alteration or attempt to repair by you or a third party;
 - 13.6.6 any specification provided by you.
- 13.7 Except as provided in this clause 13, we will have no liability to you in respect of the failure of the goods to comply with the warranty at clause 13.1.
- 13.8 For the avoidance of doubt, the warranty period for any replacement goods supplied will be the unexpired period of the warranty given under clause 13.1.2.

14 Our liability

- 14.1 We do not in any way exclude or limit our liability for:
- 14.1.1 death or personal injury caused by our negligence;
 - 14.1.2 fraud or fraudulent misrepresentation;
 - 14.1.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 14.1.4 defective products under the Consumer Protection Act 1987; and
 - 14.1.5 any other form of liability that cannot be excluded as a matter of law.
- 14.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded;
- 14.3 Subject to clause 14.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the goods and/or services for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data (including any data generated or obtained through the SmartScan system), information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 14.4 Subject to clause 14.1, our total liability to you in respect of all other losses arising under or in connection with the goods and/or services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the price of the goods and/or services in relation to which the relevant claim is made.
- 14.5 Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the goods and/or services. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

15 Specification

- 15.1 If we prepare the goods in accordance with your specifications or instructions you must ensure that:
 - 15.1.1 the specifications or instructions are accurate;
 - 15.1.2 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
 - 15.1.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
- 15.2 We reserve the right:
 - 15.2.1 to make any changes in the specifications of our goods and/or services that are necessary to ensure they conform to any applicable safety or statutory requirements; and
 - 15.2.2 to make without notice any minor modifications in our specifications we think necessary or desirable.

16 Return of goods

- 16.1 We will accept the return of goods from you only:
 - 16.1.1 by prior arrangement (confirmed in writing);
 - 16.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered);
 - 16.1.3 where the goods are as fit for sale on their return as they were on delivery;
 - 16.1.4 when you contact us and request a Goods Returns Number (GRN) and quote this when returning the goods to us; and
 - 16.1.5 when you return the goods within 60 days of being allocated the GRN.

17 SmartScan

- 17.1 If you are a SmartScan user, the provisions of this clause 17 shall apply to you.
- 17.2 All data generated through the SmartScan system (data) shall be retained by us for a period of 6 years, from the date on which we receive the data. We reserve the right to change this period at any time and we shall use our reasonable endeavours to notify you of any change that we make.
- 17.3 Although we will use our reasonable endeavours to ensure that you have access to the data at any time that you require it, we do not provide any warranty or guarantee that the data shall be available for your use at all times.
- 17.4 Access to the data shall at all times be subject to fair usage (as determined at our reasonable discretion).
- 17.5 It is your sole responsibility to ensure that the SmartScan system meets your business requirements and that it fits your intended purpose(s). We provide no warranties that the SmartScan system will produce a specific end result or, that it will improve your business and/or business processes in any way.

18 Export terms

- 18.1 Clause 18 of these terms applies (except to the extent that it is inconsistent with any written agreement between us) where we supply the goods over an international border or overseas.
- 18.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.
- 18.3 Unless otherwise agreed, the goods are supplied ex works at our place of manufacture.
- 18.4 Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- 18.5 You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.
- 18.6 We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

19 Cancellation and termination

- 19.1 You may not cancel the order unless we agree in writing (and clause 4.2.2 and clause 19.2 then apply).
- 19.2 If we agree that the order may be cancelled you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed to buying or manufacturing for you) for the order.
- 19.3 We may suspend or cancel the order or terminate any contract between us, by written notice and without liability to you if:
 - 19.3.1 you fail to pay us any money when due (under the order or otherwise);
 - 19.3.2 you are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or become insolvent or an order is made or a resolution passed for your administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of your assets or you enter into or propose any composition or arrangement with your creditors generally or any analogous event occurs in any applicable jurisdiction or you cease or threaten to cease trading;
 - 19.3.3 you commit a material breach of any of these terms and fail to remedy within 7 days of us notifying you of it.

20 Products supplied under finance

- 20.1 In the event that goods are supplied which are subject to any Finance Agreement the following provisions shall apply:
 - 20.1.1 You acknowledge that we give no representation, warranty or other assurance in relation to the availability or suitability of any finance option you shall rely on your own judgment in this regard;
 - 20.1.2 the benefit of any warranty provided with the goods under clause 13 above shall vest with the supplier of finance under the Finance Agreement until such time as title to those goods passes to you under clause 12;
 - 20.1.3 we shall have no liability as to the accuracy, voracity or completeness of any information provided by you to any supplier of finance and you shall indemnify us in full against any loss, costs, damages, claims or expenses incurred by us as a result of your failure to comply with the requirements of any finance provider or any breach by you of any Finance Agreement;
 - 20.1.4 you acknowledge that a finance provider may cancel your credit application at any time (regardless of whether it has been accepted) and, in the event that such application is cancelled we reserve the right to cancel the contract for the provision of goods with you (without liability on our part). In the event that we do not exercise our right to cancel the contract it shall remain in place and you shall be fully liable for all payments of the products and any additional charges, costs or expenses incurred by us as a result of the finance provider cancelling your credit application. For the avoidance of doubt we shall have no liability to you in the event of such cancellation; and
 - 20.1.5 notwithstanding the provisions of clause 12, in the event that we are paid by a provider of finance (and the Finance Agreement is not a loan agreement) then title to the goods for which we have been paid shall pass to the provider of finance and not to you. For the avoidance of doubt risk in such goods shall still transfer in accordance with these conditions.

21 Force majeure

- 21.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
- 21.2 Examples of those circumstances include but are not limited to act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

22 WEEE

- 22.1 For the purposes of this clause 'WEEE' means waste electrical and electronic equipment as defined in the WEEE Regulations. 'WEEE Regulations' means The Waste Electrical and Electronic Equipment Regulations 2006 (SI 2006/3289) (as amended, replaced and/or modified from time to time).
- 22.2 You shall:
- 22.2.1 be responsible for financing the cost of collection, treatment, recovery and environmentally sound disposal by an approved, authorised treatment facility of:
 - (a) all WEEE arising or deriving from the goods; and
 - (b) all WEEE arising or deriving from goods placed on the market prior to 13 August 2005 where such goods are to be replaced by the goods and the goods are of an equivalent type or are fulfilling the same function as that of such goods;
 - 22.2.2 comply with all obligations placed upon you by the WEEE Regulations in respect of all WEEE referred to in clause 22.2.1 and
 - 22.2.3 provide to us and our WEEE producers compliance scheme operator with such data, documents, information and other assistance as we and/or such scheme operator may from time to time reasonably require to enable us to comply with our obligations pursuant to the WEEE Regulations and such operator to satisfy the obligations assumed by it as a result of our membership of the operator's compliance scheme.
- 22.3 You shall be responsible for all costs and expenses arising from and relating to the obligations in clause 22.2. You agree and accept that you shall not dispose of WEEE through municipal waste streams.

23 General

- 23.1 Any contract between us (and any non-contractual obligations arising out of or in connection with such contracts) shall be governed by and construed in accordance with the laws of England. The courts of England shall have exclusive jurisdiction to settle any claims or disputes which may arise under such contract or in connection with it (including any non-contractual claims or disputes).
- 23.2 If you are more than one person, each of you is liable for all of your obligations under these terms (joint and several liability).
- 23.3 If you place an order on behalf of a business, by ordering goods from us you confirm that you have authority to bind your business.
- 23.4 If any of these terms are unenforceable as drafted:
- 23.4.1 it will not affect the enforceability of any other of these terms; and
 - 23.4.2 if it would be enforceable if amended, it will be treated as so amended.
- 23.5 We may treat you as insolvent if:
- 23.5.1 you are unable to pay your debts as they fall due; or
 - 23.5.2 you (or any item of your property) becomes the subject of:
 - (a) any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
 - (b) any application or proposal for any formal insolvency procedure; or
 - (c) any application, procedure or proposal overseas with similar effect or purpose.
- 23.6 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
- 23.7 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
- 23.8 No contract is intended to be for the benefit of, and it shall not be enforceable by, any person who is not a named party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 23.9 We may transfer our rights and/or our obligations under a contract between us to another organisation. You may only transfer your rights with our prior written approval.
- 23.10 These terms and conditions and the documents referred to in them constitute the entire agreement between us and you confirm that you have not relied on any statement, promise, representation, assurance or warranty not set out in these terms and conditions or the documents referred to in them.
- 23.11 Any waiver or variation of these terms is not binding unless:
- 23.11.1 made (or recorded) in writing;
 - 23.11.2 signed on behalf of each party; and
 - 23.11.3 expressly stating an intention to vary these terms.
- 23.12 By entering in to a contract, you and we each agree to comply with our respective obligations and requirements under the Data Protection Legislation. For the purposes of this clause 23.12, Data Protection Legislation means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 23.13 All intellectual property rights in or arising out of or in connection with the goods and/or services (other than intellectual property rights in any materials provided by you) shall be owned by us.
- 23.14 You undertake to us that you will regard as confidential the contract between us and all information obtained by you relating to our business, pricing and/or products which is not in the public domain (other than as a breach of confidentiality) and will not use or disclose to any third party such information without our prior written consent. You will use all reasonable endeavours to ensure compliance with this Condition by your employees, servants and agents. This condition shall survive the termination or expiry of the contract between us.

