

GFR Conditions of Purchase

1. Definitions

(a) In these conditions, the words and phrases shown in bold will have the following meanings.

ASDA means ASDA Stores Limited (company number 00464777);

Break means to breach a **contract** (in other words, anything you do or fail to do in relation to a **contract** that will give us a right to take action against you);

Code means the Groceries Supply Code of Practice and relevant conditions of the Groceries (Supply Chain Practices) Market Investigation Order 2009;

Conditions means these conditions of purchase which we may amend from time to time;

Contract means a contract between the **parties** under which you supply us with any volume or type of goods which we intend to sell. A contract is made up of these conditions, the **policies** and any commercial terms agreed between the **parties**;

Core policies means the 'Statement of Ethics' (which can be found here: <https://www.ipl-ltd.com>), the 'Standards for Suppliers' and 'Transparency Policy' (both of which can be found here: <https://www.asdasupplier.com/becoming-a-supplier/responsible-sourcing-supplier-standards>), and the 'Modern Slavery Policy For Suppliers' (which can be found here: <https://www.ipl-ltd.com/modern-slavery/>), each of which we may amend from time to time;

Data protection laws means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 2018, the **GDPR** and any replacements to them, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

De-list has the meaning given to it in the **code**;

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementing laws as updated from time to time;

Goods means any goods which are covered by any given **contract**;

Groceries has the meaning given to it in the **code**;

Group Company means any holding company of **IPL**, and any holding company or subsidiary of such holding company, and any subsidiary of **IPL** for the time being (as these terms are defined in section 1159 of the Companies Act 2006);

Insolvency event means a situation where a party cannot pay its debts as they fall due, has a petition for winding up or an administration order presented against it or passes a resolution for winding up or calls any meeting of its creditors or proposes to make any arrangement with its creditors, has a receiver (administrative or otherwise) or an administrator appointed over all or any part of its business or assets, goes into liquidation or if any of the above circumstances become reasonably likely to happen;

Intellectual property rights means all intellectual property or industrial rights of any type in any state or country, whether registered or unregistered. This includes all applications (or rights to apply) for, and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection which exist now, or will exist in the future, in any part of the world;

IPL means International Procurement and Logistics Limited, a limited liability company registered in England (company number 05104448), also referred to in these conditions as **us**, **we** and **our**;

Keep to means to comply with (in other words, to obey and act in line with);

Loss means any liability, loss (including loss of profit and any other loss), damage, interest-charge, cost or expense (including legal and other professional fees and expenses);

Party means you or us as the named parties to a **contract** and includes your or our representatives and any other person we are allowed to assign (transfer) a **contract** or our business to;

Policies means the **core policies** and any other policies and instructions (which we may amend from time to time) displayed on the **supplier portal** or the **IPL** website (www.ipl-ltd.com) from time to time and/or which we provide to you in hard or softcopy;

Price means the price for the goods as agreed between the **parties** as part of a **contract**;

Promise means to guarantee or ensure that;

Reasonable notice has the meaning given to it in the **code**;

Significant financial difficulties means an event which would be likely to cause us, acting reasonably, to consider that you will be unable to continue to carry on your business as a going concern;

Specification means any specification or description of any **goods** we have agreed with you as part of a **contract**;

Supplier means the business, organisation or person identified as the supplier in any **contract**, also referred to in these conditions as **you** and **your**;

Supplier portal means the portal at <https://supplier.ipl-ltd.com> which is **IPL**'s central location for all technical documentation and policies and which you will receive instructions on how to access (or any other portal that we inform you of from time to time);

Valid invoice means an invoice which details the correct sum payable, includes the relevant purchase order number and a unique reference number (i.e. one you have not used before), is correctly dated (which must be after the date of delivery of the **goods**) and meets any other requirements we have agreed in writing; and

VAT means value added tax and any similar replacement or other tax.

(b) Any reference to a **person** in these **conditions** includes natural people, firms, partnerships, corporate bodies and corporations, associations, organisations, governments, states, foundations, trust and other unincorporated bodies (whether or not they have a separate legal personality and no matter what country or state they are based in or come from).

2. Our obligations to groceries suppliers under the code

(a) The **code** is fully incorporated into any **contract** for supplying **groceries** for resale in the United Kingdom by Asda Stores Limited. If there is any conflict between the terms of that **contract** and the **code**, the terms of the **code** will apply for those supplies.

(b) In the rest of this condition 2, terms that are shown in **bold** and which are not included in the definitions above, will have the meaning given in the **code**.

(c) In line with the **code**, if you supply **groceries** to us for resale in the United Kingdom by Asda Stores Limited the following will apply:

(i) We will at all times manage our trading relationship with you fairly and lawfully, and in good faith.

(ii) All records relating to a **contract** which we hold are available to you if you ask.

(iii) If any further agreements or arrangements are agreed between the **parties** over the phone or face-to-face, we will confirm the terms of the arrangements in writing within three working days.

(iv) We will not vary a **contract** to take effect from a date in the past.

(v) We will settle all payments in line with the terms of a **contract** and without delay;

(vi) We will only require you to make significant changes to the supply chain procedures if we have given you **reasonable notice** in writing. Otherwise we will fully compensate you for any loss you reasonably suffer as a direct result of our failure to give reasonable notice;

(vii) We may give you forecasts which we have prepared in good faith and with due care and in collaboration with you (which we may amend from time to time). Forecasts are not binding so do not form any kind of **contract**. You accept that you will not be entitled to compensation for any loss which you may suffer as a result of any forecasting mistake we may make unless we deem compensation appropriate in the specific circumstances;

(viii) We will not ask you for payment to stock, list or better position the **goods** unless the payment is either:

(1) in relation to a **promotion** (for which we can require you to give us up to 50% of the **promotion** costs);

(2) for **goods** we have not stocked for the previous 365 days in 25% or more of our stores (this payment is a reasonable estimation of our risk of stocking the new **goods**); or

(3) for both of these reasons.

(ix) if we hold a **promotion**, we will give you **reasonable notice** in writing and we will take care not to over-order the **goods** for the **promotion**. We will provide full written details of the **promotion** in advance. If we fail to take care to avoid over-ordering the **goods**, we will pay you compensation as set out in clause 14 of the **code**;

(x) We will not ask you for compensation for shrinkage.

(xi) We will not ask you for compensation for **wastage** unless it becomes clear after delivery that any of the **goods** do not **keep to** and fulfil any of the **promises** shown in condition 10, which we will treat as negligence or default on your part.

(xii) From time to time, we may ask you to pay all or part of the following costs provided this is agreed in writing in advance:

(1) the costs of artwork and packaging design, consumer and market research, store opening and refurbishment; and

(2) the costs of visiting your premises;

(xiii) We will not require you to get goods or services from another person other than in the specific circumstances as set out in clause 11 of the **code**.

(xiv) You agree that you are liable for all costs set out in the **policies** that result from something you have done or something you have failed to do in line with your obligations under a **contract** including, but not limited to, costs arising from dealing with customer complaints (as set out in clause 15 of the **code**) and costs resulting from product withdrawals or recalls;

(xv) If you ask we will use our right to carry out an audit in line with any relevant agreement with the Groceries Code Adjudicator;

(xvi) If we have to **de-list** you as a supplier, we will only do this for genuine commercial reasons (which includes all circumstances in condition 11(c)) and will give you **reasonable notice** and written reasons of our decision as set out in clause 16 of the **code**.

(xvii) We will make you aware of any changes to the identity and contact details of your senior buyer.

(xviii) We will sort out any **dispute** arising in connection with a **contract** using the dispute resolution scheme set out in the **code**.

3. Commitment to purchase and excluding other terms

(a) Unless we agree otherwise in writing, we do not have to buy any **goods** from you (in other words, there will be no related binding contract) until we have given you a purchase order for the **goods**.

(b) At the point that a **contract** is agreed (when the **parties** agree its contents in writing), you agree to **keep to the contract** and that no other terms and conditions (including your standard terms and conditions, or those implied by trade, custom, practice course or dealing) will apply, unless we have agreed another arrangement with you in writing.

4. Important conditions

(a) You accept that time is of the essence in carrying out your obligations under a **contract**. We will treat any failure by you to meet your deadlines as a material **break** of a **contract**.

(b) Unless expressly agreed in writing, nothing in any **contract** requires you to supply exclusively to **IPL**. Similarly, nothing in any **contract** requires **IPL** to buy exclusively from you.

(c) The **policies** form part of each **contract**. You must **keep to** and fulfil their terms as part of the **promise** we are giving us in condition 10(a).

(d) Our forecasts are not binding, so do not form any kind of **contract**.

(e) We may ask you to provide and deliver sample products to us (at no extra cost to us). However, we may not always return the samples to you, and we or **ASDA** may sell the samples to customers or colleagues of **IPL** or **ASDA**.

5. Delivery

(a) You must deliver the **goods** to us in line with the terms of the relevant **contract** and the **policies**.

(b) The **goods** will be treated as being delivered to us when we have given you proof of delivery documents.

(c) Unless we agree as part of the relevant **contract**, you may not deliver **goods** in instalments. If we do agree to you making the delivery in instalments, the **goods** will be treated as being delivered to us when we have given you proof of delivery documents on the date of the final instalment.

(d) If the **goods** (or part of them) do not match a **contract** or a **specification**, we may refuse all of part of that delivery of the **goods**.

6. Legal ownership and risk

(a) Legal ownership of the **goods** will pass to us when the **goods** are delivered to us (or our agent, as appropriate) or collected by us (or our agent, as appropriate), or when we pay for them, whichever is earlier.

(b) Risk in the **goods** will pass to us when they are in our possession.

(c) Any returns of **goods** (including **goods** that have been rejected, withdrawn or recalled) will be at our risk only while they are in our possession. If we have paid for the **goods**, we will keep legal ownership of them until you have refunded to us, in cleared funds, the full **price** for the **goods**.

7. Price and VAT

(a) The **price** includes all costs including, but not limited to, all customs duties, import and export charges, taxes (except VAT), delivery, transport, loading and unloading costs, packaging costs, insurance, parts, labour costs and expenses.

(b) All amounts due under a **contract** will not include VAT unless we agree otherwise with you in writing. If we owe you VAT, we will pay that VAT to you after receiving a valid VAT invoice from you. If we incorrectly pay VAT to you, when we ask you to refund it, you must do so promptly.

8. Payment

(a) Payment will be made in line with the requirements of the relevant **contract**.

(b) You may invoice us for the **goods** when they have been delivered, as decided in line with condition 5. We will treat any invoice issued before the date of delivery or which does not meet the requirements in the relevant **contract** as not valid and we will not pay it, unless we agree otherwise in writing.

(c) Unless we agree otherwise in writing payment will be made on our next weekly payment run following 45 days after the later of receipt of the **goods** and receipt of a **valid invoice**, unless we have notified you in writing that you are a "small supplier" in which case until we notify you that you are no longer a "small supplier" payment will be made within 30 days (cash in bank) of the date of receipt of a **valid invoice**.

(d) If we disagree with an invoice, or any part of it, we will only pay the undisputed amount unless agreed otherwise with you.

(e) If you owe us or any **group company** money in relation to any contract or otherwise, without affecting our other rights or remedies, we can use the amount you owe us or another **group company** to pay off any amount we may owe you. You are not entitled to do the same. If you have a credit balance, you must pay it to us as soon as we ask.

(f) Interest will be charged on any amount that is not paid by you or us on the relevant due date. Interest builds up each day from the original due date for payment until the actual date the overdue amount is paid at a rate equal to 2% a year above the base lending rate of Barclays Bank plc. The interest will be paid together with the overdue amount. The obligation to pay interest will not apply to payments which are being disputed in good faith. The parties agree that the level of interest due is a substantial contractual remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

9. Right to audit

(a) We, or an agent on our behalf, have the right during normal working hours to audit (at our cost) the way you are carrying out your obligations under a **contract** and to identify any problems with payments whether arising from incorrect invoicing, incorrect payments or otherwise. You agree to co-operate with any audit and if we ask, give us access to your staff, systems, premises and relevant documents (at your cost).

(b) Where possible, we will give you reasonable notice of our intention to carry out an audit. However, we do not have to give you notice if we have concerns about the safety or source of any **goods**, or where we believe that you have caused a **break** in a **contract**.

(c) If any audit confirms that you owe us money, you must promptly, if we demand, refund us the amount plus any interest worked out at the rate shown in condition 8(e).

- (d) This condition 9 will apply no matter when the break or error happened or what period of time has passed.
- (e) Our right to audit set out in this condition 9 is separate from and applies as well as any audits that are referred to in the **policies**.
- 10 Representations and material conditions**
- (a) Each party **promises** to the other that it will **keep to** and fulfil its obligations under each **contract**.
- (b) You **promise** that you will fully **keep to** all laws, regulations, codes of practice and government orders which apply to each **contract** including, but not limited to, those relating to tax, data protection and privacy, exchange controls, customs matters, anti-bribery and anti-corruption, anti-trust, anti-money laundering, trade sanctions and criminal matters.
- (c) You **promise** to comply with the Modern Slavery Act 2015 and give **IPL** any other **relevant group company** any assistance it reasonably requires with complying with its obligations under that Act.
- (d) You **promise** that:
- all **goods** supplied to us correspond with any relevant **specification** or sample; are fit for purpose; are of satisfactory quality; are supplied in line with the relevant **contract**, and are free from all defects;
 - you will **keep to** and fulfil your obligations under the **policies**;
 - by supplying the goods, you are not infringing the **intellectual property rights** of any other person; and
 - you have all necessary licences, permissions, authorisations, permits and warranties needed to allow you to supply the **goods to us** for future sale by us.
- (e) You acknowledge and agree that a **break of any of the conditions** in this condition 10 will give us the right to claim under a **contract** for any **loss we** or any **group company** suffer as a result.
- 11 Actions we can take if you break a contract**
- (a) If you **break** any of the terms of a **contract**, we may:
- end all or part of the **contract** immediately;
 - refuse to accept any future deliveries of the **goods** which you try to make under that **contract**; and
 - claim compensation from you for any **loss we** or any **group company** suffer, including any costs we have to pay in getting suitable replacement **goods** from another person.
- (b) If the **goods do not keep to** and fulfil the **promises** set out in condition 10(c), we may reject all or any of the **goods** and within five working days of receiving our notice of rejection (or any longer period as may be agreed in writing between the **parties**), you must (as we decide):
- fix the rejected or faulty **goods**; or
 - supply replacement **goods** (the replacement **goods** will be governed by the same **contract**); or
 - refund to us any **price** we have paid for those **goods**; and
 - instruct us on how to dispose of, store or return the **goods** (at your cost); otherwise we will deal with the **goods** as we see fit and at your expense.
- (c) We may immediately end all or part of the **contract** and any other **contract** with you, and immediately **de-list** you by giving you written notice if you do any of the following:
- materially or repeatedly **break** the terms of that **contract**;
 - break** your obligations in any **contract** relating to the safety or source of the **goods**;
 - become controlled or owned by a different person than the one that controlled or owned you at the date of that **contract**;
 - suffer an **insolvency event**;
 - do something, or are alleged to have done something which could damage or has damaged our, or any **group company's**, brand, reputation or goodwill; or
 - commit, or are alleged to have committed, an act of bribery, corruption or fraud.
- (d) We shall be entitled to terminate a **contract** immediately upon written notice if you are experiencing **significant financial difficulties**. You must inform us immediately after you become aware of any situation which would reasonably be expected to lead you to experience **significant financial difficulties**.
- (e) All of the rights and action we can take listed in this condition 11 will not affect any other rights or action we may have, or could take, under any given **contract** or any law, whether or not we have accepted the **goods**.
- 12 General rights and consequences of ending a contract**
- (a) Either party may issue a notice that brings a **contract** to an end immediately if the other stops trading or suffers an **insolvency event**. If you suffer an **insolvency event**, we will have the right to take possession of any **goods** for which we have previously paid for but which have not yet been delivered to us. To make sure we can enforce this condition, you, or your representatives, must give us access to any relevant premises used for storing the **goods**.
- (b) If a party ends a **contract**, it will not affect its rights and actions which have built up before the **contract** is ended or the validity of any debt or liability which is owed by one **party** to the other before the **contract** is ended.
- (c) Any condition of any relevant **contract** which (expressly or impliedly) continues to apply after the **contract** is ended (including, but not limited to, conditions 1, 8, 9, 11, 12, 13, 14, 15, 16 and 17 of the **conditions**) will do so with full force and effect.
- 13 Liability**
- (a) The parties agree that nothing in any **contract** is intended to exclude or limit either your liability, or our liability, for:
- death or personal injury; or
 - fraud, including a fraudulent misrepresentation.
- (b) Subject to clause 13(e), neither **party** will have any liability for any indirect or consequential loss, in **contract** or otherwise, arising out of or in connection with a **contract**.
- (c) We will have no liability for any claim against us in relation to the **goods** or any **contract** if you have not given us written notice of the claim within two years of the earlier of:
- the cause of action arising; or
 - the date on which you should have reasonably been expected to be aware of the claim.
- (d) In terms of any **contract**, we will have no liability (apart from for fraudulent misrepresentation) for any statement made by us, or by any other person on our behalf, before the date of that **contract**.
- (e) You must indemnify (protect) us, keep us indemnified and hold us harmless fully against any **loss**, claim or action we or any **group company** may suffer in relation to the **goods** including but not limited to:
- to do with your supply of the **goods**;
 - to do with our onward sale of the **goods**;
 - relating to the safety, source or quality of the **goods**;
 - relating to infringing another person's **intellectual property rights**; or
 - relating to any liability under the Consumer Protection Act 1987, whether or not you or we could reasonably foresee that the liability could arise.
- 14 Insurance**
- (a) You must have adequate insurance policies in place with a reputable insurance company covering at minimum:
- employer's liability at the minimum level legally required where you operate;
 - public liability with a minimum limit of £5,000,000 for each event; and
 - product liability with a minimum limit of £5,000,000 for each event (unless otherwise agreed, our interest must be noted on the policy).
- (b) You must make sure that all insurance policies contain an "indemnity to principal" clause (meaning that if, because of your negligence, a claim is made against us by another person, your insurer must cover that other person's loss as well as our **loss**).
- (c) You agree to promptly provide copies of your insurance policies to us if we ask.
- 15 Confidentiality**
- (a) The parties agree:
- to keep confidential any information, which by its nature is confidential, gained or received from the other in relation to you supplying the **goods** and each **contract**; and
 - not to use the confidential information without the other's permission or reveal it to anyone else (including employees, agents, or subcontractors) or allow anyone else to do so, except as strictly necessary to carry out a responsibility under the **contract** and only as long as the other person meets the same level of confidentiality as set out in these **conditions**.
- (b) The restriction in clause 15(a) does not apply to information which:
- is generally available to the public (unless that public availability was caused by either party failing to keep the information confidential);
- was already known to the person receiving it (unless they are already bound by an obligation to keep that information confidential); or
 - the person receiving it is required by a court order or other legal obligation to reveal it.
- (c) You agree that you must not publicise any **contract** or your relationship with us or any **group company** (including using our name or logo, or any logo referencing any "ASDA", "George" or brands belonging to ASDA) on any website or literature, or use any other depiction of **IPL**, **ASDA** or any other **group company** or such logos in any media format unless we have given our written permission beforehand for that publicity.
- 16 Intellectual property rights**
- (a) All **intellectual property rights** in anything that we supply to you will be and will stay our (or ASDA's) property (as applicable) and may only be used by you to manufacture and supply the **goods to us**.
- (b) All **intellectual property rights** in anything that you develop, or which are developed on your behalf, specifically to meet your obligations under a **contract** will be our property. You must transfer all **intellectual property rights to us** in full using a current assignment of future rights (the law describes this as being a transfer made with full title guarantee) which will apply from the date on which any relevant material or data is created.
- (c) You **promise** that immediately before you transfer any rights to us under condition (b), you were the only legal and beneficial owner of all **intellectual property rights** in the materials or information. You acknowledge and agree that any **break** of this condition 16(c) will give us the right to claim under a **contract** for any **loss we** or any **group company** suffer as a result.
- (d) If we ask, you must do whatever is necessary (including signing any relevant document or granting any relevant power of attorney) to transfer any **intellectual property rights** needed to bring condition 16(b) into effect.
- (e) If you supply branded goods of any **group company** (meaning any goods carrying the "ASDA", "George" or any other brand or trade mark (whether registered or unregistered), belonging to or controlled by or under the direction of a **group company**), you must only apply branded labelling that has been approved by us in writing. You must not supply such goods to another person without first getting our written permission. You agree to remove and dispose of (at your own cost) all **group company** labels, price labels, trademarks and other distinguishing marks from the **goods** before you supply the **goods** to another person, when the relevant **contract** comes to an end and/or if we **de-list** you as a supplier.
- (f) You agree to indemnify **IPL** against all costs, expenses (including reasonable legal costs), damages and losses resulting from or arising in connection with any claim brought against **IPL** or **ASDA** for actual or alleged infringement of any third party's intellectual property rights in any of the **goods**.
- (g) You permanently agree not to enforce any moral rights you may have in terms of Chapter IV of Part 1 of the Copyright, Designs and Patents Act 1988 in relation to any materials or data falling within the scope of condition 16(b), and any similar rights available in any part of the world. You must make sure that all of your employees, any relevant other person and any relevant subcontractors agree the same.
- 17 Data Protection**
- (a) The expressions "data controller", "data processor", "data subject" "personal data", "personal data breach" and "process" have the meanings given to them in the **data protection laws**.
- (b) You shall duly observe all your obligations under the **data protection laws** which arise in connection with the **contract** and not do anything which puts us in breach of the **data protection laws**.
- (c) Insofar as you **process personal data** for **IPL** as a **data processor**, you shall:
- process the **personal data** solely on the documented instructions of **IPL**, for the purposes of performing the **contract**;
 - process only the types of **personal data**, relating to the categories of **data subjects**, and in the manner required to perform the **contract**, and in the manner agreed by the parties;
 - take all measures required by Article 32 of the GDPR and/or any **policies** to ensure the security of the **personal data**;
 - take reasonable steps to ensure the reliability of any staff who may have access to the **personal data**, and their treatment of the **personal data** as confidential;
 - not transfer the **personal data** to any country outside the European Economic Area (EEA) without the prior written consent of **IPL**;
 - not permit any third party to **process** the **personal data** without the prior written consent of **IPL**, such consent to be subject to you meeting the conditions set out in Article 28 (2) and (4) of the GDPR;
 - promptly notify **IPL** of any communication from a **data subject** regarding the **processing** of their **personal data**, or any other communication (including from a supervisory authority) relating to either party's obligations under the **data protection laws** in respect of the **personal data**;
 - immediately upon becoming aware, and in any case within 24 hours, notify **IPL** of any **personal data breach**, such notice to include all information reasonably required by **IPL** to comply with its obligations under the **data protection laws**;
 - permit **IPL**, on reasonable prior notice, to inspect and audit the facilities and systems used by you to **process** the **personal data**, the technical and organisational measures used by you to ensure the security of the **personal data** and any and all records maintained by you relating to that **processing**;
 - provide any assistance reasonably requested by **IPL** in relation to (i) any communication received under clause 16(c)(vii), as well as any similar communication received by **IPL** directly; and (ii) any **personal data breach**, including by taking any appropriate technical and organisational measures reasonably requested by **IPL**;
 - where requested by **IPL**, delete any personal data in accordance with **IPL's** then current data retention policy; and
 - cease **processing** the **personal data** immediately upon the termination or expiry of the **contract** and at **IPL's** option either return, or securely delete the **personal data**.
- 18 General**
- (a) The parties agree that any notice issued under a **contract** must be made in writing (which shall include email) and will be treated as having been received two days after the date on which it was posted or, in the case of email, at the time it was sent (if the email is received after 5pm on a working day, it will be treated as being received on the next working day). Notices to **IPL** must be sent to the Company Secretary, **IPL**, Unit 1, Foxbridge Way, Normanton, WF6 1TN or (if by email) to legal@ipl-td.com and must be copied to the **IPL** Legal Team at the same address. If a notice to **IPL** (including any notice by email) is not copied to the **IPL** Legal Team, it will be deemed to be invalid. Notice by email must be followed up by postal notice to the **IPL** Legal Team at the postal address set out above within 48 hours to be validly served. We may send notices to you at your registered office or to any other address you have provided us with, or (if by email) to any email address you have provided us with.
- (b) You agree that you are an independent contractor with your own separate legal identity. You agree that any **contract** does not create any partnership or joint venture between the parties and you have no right to **contract** in our name or make any **promises** on our behalf.
- (c) You will be fully responsible for the actions and failings of any subcontractor that you use to fulfil your obligations under a **contract**.
- (d) Except as set out at condition 18(e), none of these **conditions** are intended to give a benefit to, or be enforceable by, any person who is not a party to a **contract** (whether under the contracts (Rights of Third Parties) Act 1999 or otherwise).
- (e) Any **group company** that suffers a **loss** if you **break a contract** may enforce any rights it would have as a party to that **contract**.
- (f) If either party fails to enforce any of the conditions of a **contract**, it does not mean that it cannot do so in the future. If we do not take action against you for committing a **break** in a **contract** or for any delay or failure to meet your obligations under a **contract**, it does not mean we will allow the same in the future.
- (g) If any of these **conditions** (or part of them) cannot be enforced or is not valid, the remaining **conditions** will still apply in full.
- (h) You must not transfer in any way a **contract** or any right or obligation under a **contract** without first getting our written permission. We may transfer a **contract** without your permission to any **group company**.
- The UN Convention for the International Sale of Goods will not apply unless we agree it does in writing.
 - Each **contract** and any associated obligations will be governed by the laws of England and Wales and any disputes will be dealt with exclusively with by the courts of England and Wales, except that we or another **group company** have the right to take legal action in another country if we, or they, consider it to be necessary.
 - Any services that you provide to us (other than in relation to the supply of the **goods**) will be supplied subject to **IPL's** GNFR Conditions of Purchase (unless we make a separate services agreement with you).