

Legal Terms (GFR Conditions of Purchase)

1. Interpretation

1.1. Definitions

In these Conditions, the words and phrases shown in bold will have the following meanings:

Asda means Asda Stores Limited (company number 00464777);

Confidential Information means (i) the terms of a Contract; (ii) all confidential or proprietary information relating to our, or our Group Companies': (a) business, assets, affairs, customers, suppliers, plans, operations, technology, processes, information related to Goods, specifications, Intellectual Property Rights; and (b) Intellectual Property Rights developed during the course of our engagement with you which contains, was inspired or derived from information disclosed under a Contract; and (iii) any other information that is identified as being of a confidential or proprietary nature or which by its nature is confidential, including trade secrets and Know-How.

Contract means a contract between the Parties under which you supply us with any Goods. Unless otherwise agreed, a contract is made up of these Conditions, the Policies, the GSCOP Code (if applicable), our Purchase Order and any other terms agreed between the Parties;

Control has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and the expression "**Change of Control**" shall be construed accordingly;

Criteria has the meaning given to it in Condition 9.3;

Delivery Date means the date the Goods are delivered as defined in Condition 4.2;

Goods means any goods which are the subject of the relevant Contract;

Group Company means Asda and any other company which is a 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);

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

Incoterms means the Incoterms® 2020 Rules;

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, 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 in each case, in the case of an equivalent event in any other jurisdiction) 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 including rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, plant breeders' rights, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How), and all other intellectual property rights, in each case whether registered or unregistered and 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, (company number 05104448), also referred to in these Conditions as us, we and our;

Know-How means technical and other information which is not in the public domain including information or trade secrets comprising or relating to concepts, inventions, ideas, discoveries, data, formulae, recipes, combination of ingredients, methodology, instructions, procedure, processes, analysis, research models, Specifications, methods, research plans, procedures for experiments and tests and results of experimentation and testing;

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;

Policies means the policies available on the Portal, and any other policies and instructions which we provide to you, each as amended from time to time;

Portal means the portal at <https://supplier.ipl-ltd.com> (or any other portal that we inform you of from time to time);

Price means the price for the Goods as agreed between the Parties as part of a Contract;

Purchase Order means our written order for the Goods;

Significant Financial Difficulties means an event which would be likely to cause IPL, acting reasonably, to consider that the Supplier will be unable to continue to carry on its business as a going concern;

Specification means any specification or description of any Goods we have provided to 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;

Valid Invoice means an invoice issued electronically by the Supplier 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), and meets any other requirements we have agreed in writing; and

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

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions.

1.3. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural shall include the singular.

1.4. Unless expressly provided otherwise, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.5. A reference to writing or written includes email.

1.6. References to a Condition are to the clauses of these Conditions (save for reference to a section in a relevant legislation herein, where this would be reference to a section in that legislation).

1.7. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Our obligations to groceries suppliers under the GSCOP Code

2.1. The GSCOP Code is fully incorporated into any contract for supplying groceries for resale in the United Kingdom by Asda. If there is any conflict between the terms of a Contract and the GSCOP Code, the terms of the GSCOP Code will apply.

2.2. In the rest of this Condition 1.2, terms that are shown in bold and which are not included in the definitions above, will have the meaning given in the GSCOP Code.

2.3. In line with the GSCOP Code, if you supply groceries to us for resale in the United Kingdom by Asda the following will apply:

- a. We will at all times manage our trading relationship with you fairly and lawfully, and in good faith.
- b. All records relating to a Contract which we hold are available to you if you ask.
- c. 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.
- d. We will not vary a contract to take effect from a date in the past.
- e. We will settle all payments in line with the terms of a Contract and without delay;
- f. We will only require you to make significant changes to 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;
- g. We may give you forecasts which we have prepared in good faith 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;
- h. We will not ask you for payment to stock, list or better position the Goods unless the payment is either:
 - i. in relation to a **promotion** (for which we can require you to give us up to 50% of the **promotion** costs);
 - ii. for Goods we have not stocked for the previous 365 days in 25% or more of Asda's stores (this payment is a reasonable estimation of our risk of stocking the new Goods); or
 - iii. for both of these reasons.
- i. 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**. If we do over-order the Goods, we will pay you compensation as set out in clause 14 of the GSCOP Code.

- j. We will work collaboratively to manage stock levels at all times. To this end, we have the ability to mutually agree to activate promotional activity at any point (including where we or Asda already hold stock in our network).
- k. If the sales of Goods do not meet our reasonable expectations, the Parties may agree additional terms to markdown the price of those Goods, even though the Goods may have already entered our network, in an effort to increase sales volumes.
- l. We will not ask you for compensation for **shrinkage**.
- m. We will not ask you for compensation for **wastage** unless it becomes clear after delivery that any of the Goods do not fulfil any of the promises shown in Condition 9, which we will treat as negligence or default on your part.
- n. From time to time, we may ask you to pay all or part of:
 - i. the costs of artwork and packaging design, and/or consumer and market research; and
 - ii. the costs of visiting your premises.
- o. We will only require you to obtain goods or services from another person in the specific circumstances set out in clause 11 of the GSCOP Code.
- p. You agree that you are liable for all costs 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 GSCOP Code) and costs resulting from product withdrawals or recalls.
- q. 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 10.2) and will give you **reasonable notice** of and written reasons for our decision as set out in clause 16 of the GSCOP Code.
- r. We will make you aware of any changes to the identity and contact details of your **senior buyer**.
- s. We will resolve any GSCOP Code related **dispute** arising in connection with a Contract using the dispute resolution scheme set out in the GSCOP Code.

3. Commitment to purchase and exclusion of other terms

- 3.1. Unless we agree otherwise in writing, we do not have to buy any Goods from you until we have given you a Purchase Order for the Goods.
- 3.2. A Purchase Order is deemed to be accepted on the earlier of the Supplier issuing written acceptance of a Purchase Order; or any act or conduct by the Supplier which IPL regards as consistent with fulfilling a Purchase Order.
- 3.3. You agree that no terms or conditions (whether express or implied) other than the terms of the Contract (including any standard terms you may provide as part of an invoice, ordering document or otherwise) will apply.
- 3.4. Unless expressly agreed in writing, nothing in any Contract requires you to supply exclusively to IPL or requires IPL to buy exclusively from you.

4. Delivery

- 4.1. You must deliver the Goods to the agreed location on the agreed date and in line with the terms of the Contract.
- 4.2. Subject to Condition 4.5, and unless Incoterms are used (in which case the delivery date shall be in accordance with the relevant Incoterm), the Goods will be treated as being delivered to us upon completion of the unloading of the Goods by the Supplier, or its nominated carrier, at the agreed delivery location (**Delivery Date**).
- 4.3. You agree that a delivery in accordance with Condition 4.2 shall not constitute IPL or Asda's acceptance of the Goods or confirmation of the volume of Goods that were delivered.
- 4.4. IPL shall be entitled to reject a delivery of Goods where an incorrect volume of the Goods has been supplied.
- 4.5. Unless agreed in writing, you may not deliver the Goods in instalments. If we do agree to you making the delivery in instalments, the Goods will be treated as being delivered to us on completion of the final instalment of the Goods (unless otherwise agreed in writing).
- 4.6. Without limiting any other remedies available to us, if the Goods (or part of them) do not comply with the Criteria, we may reject them.
- 4.7. You must ensure that all necessary documentation required to clear the Goods on arrival in the UK is readily available and fully complete including any documents required for us to claim preferential rates of duty on Goods covered in the UK's trade deal with the EU.

5. Legal ownership and risk

- 5.1. Legal ownership of the Goods will pass to us on the earlier of the Delivery Date or when we pay the Price.
- 5.2. Unless Incoterms are used (in which case the passing of risk in the Goods shall be in accordance with the relevant Incoterm), risk in the Goods will pass to us on the later of the dates described in Condition 5.1 above.
- 5.3. 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 and any other amounts you owe us under the Contract.

6. Price

- 6.1. Subject to the agreed Incoterm, the Price includes all costs, customs duties, import and export charges, taxes (except VAT), delivery, transport, loading and unloading costs, packaging costs, insurance, parts, labour costs and expenses.
- 6.2. Amounts due under the Contract do not include VAT unless otherwise agreed in writing. If we owe you VAT, we will pay it after receiving a valid VAT invoice from you. If we incorrectly pay VAT to you, you must refund any such sums to us promptly.

7. Invoicing and Payment

- 7.1. You may invoice us for the Goods when they have been delivered in accordance with Condition 4.
- 7.2. If we disagree with an invoice, or any part of it, we will only pay the undisputed amount unless agreed otherwise in writing.
- 7.3. If you owe us or any Group Company money under any Contract or otherwise, without affecting our other rights or remedies, we can use that amount to pay off any amount we or any Group Company owes you under any contract. You are not entitled to do the same. If you have a credit balance, you must pay it to us within 30 days of the date we issue an invoice to you relating to the same.
- 7.4. Interest will be charged on any undisputed 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).

8. Right to audit

- 8.1. In addition to any audit rights set out in our Policies, we, our Group Companies, 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 the 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).
- 8.2. Where possible, and subject to our Policies, 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 breached the terms of the Contract.
- 8.3. If any audit confirms that you owe us money, you must promptly refund us the amount plus any interest at the rate shown in Condition 7.4.
- 8.4. This Condition 8 will apply no matter when the breach or error happened or what period of time has passed.

9. Representations and Warranties

- 9.1. Each Party warrants to the other that it will fulfil its obligations under the Contract.
- 9.2. You represent and warrant that:
 - a. by supplying the Goods, you are not infringing the Intellectual Property Rights of any third party;
 - b. 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; and you will fully comply with 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,

- modern slavery and other criminal matters) (**Applicable Laws**) and all generally accepted industry standards and practices and will give IPL and any other relevant Group Company any assistance it reasonably requires in complying with its obligations under Applicable Laws to the extent relevant to a Contract.
- c. you will not manufacture the Goods or a similar version of the goods for supply to another person, using the Confidential Information acquired through the performance of a Contract.
- 9.3. You shall ensure that the Goods correspond with the Specification and any relevant sample, are fit for purpose, of satisfactory quality and free from all defects, are supplied in accordance with the relevant Contract and the agreed delivery date, comply with relevant laws and regulations, are properly packed and secured in such a manner so as to enable them to reach the relevant depot in good condition and are delivered in the agreed volumes and on time (together, the **Criteria**);
- 9.4. 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 and/or the Criteria as a material breach of the Contract.
- 10. Actions we can take if you breach the Contract or become insolvent**
- 10.1. Notwithstanding any other remedies available to IPL, if any of the Goods do not comply with the Criteria, we may reject all or any of the Goods and within five working days of receiving our notice of rejection (or any longer period agreed in writing between the Parties), you must (at our sole discretion):
- supply replacement Goods (the replacement Goods will be governed by the terms of the 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.
- 10.2. Without prejudice to any other remedies available to us, Condition 10.3 shall apply if you do any of the following:
- breach the terms of a Contract
 - experience a Change of Control;
 - suffer Significant Financial Difficulties or an Insolvency Event;
 - do something, or are alleged to have done something which could damage or has damaged IPL or any Group Company's, brand, reputation or goodwill; or
 - commit, or are alleged to have committed, an act of bribery, corruption or fraud.
- 10.3. If the circumstances in Condition 10.2 occur, 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 the Contract; and/or
 - claim compensation from you for any Loss we or any Group Company suffer, including any costs we pay in getting suitable replacement goods from another supplier.
- 10.4. You must inform us immediately after you become aware of any situation which could lead to an Insolvency Event.
- 10.5. If you suffer an Insolvency Event, we will have the right to take possession of any Goods 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 or our appointed agents access to any relevant premises used for storing the Goods.
- 10.6. All of the rights and action we can take listed in this Condition 10 will not affect any other rights or action we may have, or could take, under the Contract or any other contract between us, or any law, whether or not we have accepted the Goods.
- 11. General rights and consequences of ending a Contract**
- 11.1. If a Party terminates a Contract, such termination will not affect its rights and actions which have accrued before the Contract is terminated or the validity of any debt or liability which is owed by one Party to the other before its termination.
- 11.2. Any Condition which (expressly or impliedly) continues to apply after the Contract is ended (including, but not limited to, Conditions 1, 7, 8, 10, 11, 12, 13, 14, and 15) will do so with full force and effect.
- 11.3. You will promptly return to us all materials and property, including any Confidential Information, belonging to us that we have either supplied to you or has been developed on our behalf in the performance of a Contract.
- 11.4. You will erase Confidential Information from your computer systems to the extent technically practicable and on request certify in writing that you have complied with this requirement.
- 12. Liability**
- 12.1. The Parties agree that nothing in any Contract is intended to exclude or limit either Party's liability, for:
- death or personal injury;
 - fraud, including a fraudulent misrepresentation;
 - any other Losses which cannot be excluded or limited by applicable law; or
 - any Losses caused by wilful misconduct.
- 12.2. Subject to Condition 12.1, we will not have any liability for any indirect or consequential Loss, in contract or otherwise, arising out of or in connection with a Contract.
- 12.3. Subject to Condition 12.1, we will have no liability for any claim against us 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.
- 12.4. Subject to Condition 12.1, we will have no liability for any statement made by us, or by any other person on our behalf, before the date of the Contract.
- 12.5. You must indemnify us, keep us indemnified and hold us harmless fully against any Loss, claim, damages, liability, or action we or any Group Company may suffer in relation to the Goods including but not limited to in connection with:
- your breach of any of the terms of the Contract;
 - your supply of the Goods;
 - our onward sale of the Goods;
 - the safety, source or quality of the Goods;
 - any infringement or alleged infringement of another person's Intellectual Property Rights; or
 - any liability under the Consumer Protection Act 1987, whether or not you or we could reasonably foresee that the liability could arise.
- 13. Insurance**
- 13.1. 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.
- 13.2. 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).
- 13.3. You agree to promptly provide copies of your insurance policies or certificates to us if we ask.
- 14. Confidentiality**
- 14.1. The Parties agree:
- the Supplier shall keep confidential the Confidential Information applying the same security measures and degree of care as it uses to protect its own confidential information;
 - we will keep confidential any information, which by its nature is confidential, gained or received from you in relation to you supplying the Goods and each Contract (**Supplier Confidential Information**);
 - on the part of the Supplier, not to use the Confidential Information, and on our part the Supplier Confidential Information, without the other's respective, prior, written 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 is subject to confidentiality obligations no less onerous as those set out in these Conditions; and
- to promptly notify the other if it has reason to believe that unauthorised use or disclosure of such Party's Confidential Information has occurred.
- 14.2. The restriction in Condition 14.1 does not apply to information which:
- is generally available to the public (unless that public availability was caused by the relevant Party failing to keep the information confidential);
 - was already known to the Party receiving it (unless they were already bound by an obligation to keep that information confidential); or
 - the Party receiving it is required by a court order or other legal obligation to reveal it, but only to the extent the information is necessary to satisfy such mandatory order.
- 14.3. You agree that you must not publicise the Contract or your relationship with us or any Group Company (including using our name or logo, or any logo referencing any "Asda", 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.
- 14.4. You agree:
- that Confidential Information shall remain our exclusive property;
 - not to make any claim as to ownership or entitlement with respect to that Confidential Information;
 - that the disclosure of the Confidential Information by us does not give you or any other person any right, title, licence or other interest in respect of any Confidential Information beyond the rights expressly set out in the Contract, including these Conditions.
- 14.5. Without prejudice to any other rights or remedies that either party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of the Contract by the other party. Accordingly, each party shall be entitled to seek the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of the Contract in any court of competent jurisdiction.
- 15. Intellectual Property Rights**
- 15.1. All Intellectual Property Rights in anything that we supply to you will be and will stay our (or Asda's) property (as applicable) (**Existing IP**). We grant to you for the duration of a Contract a non-exclusive, non-transferable, royalty free licence under such Existing IP for use by you to manufacture and supply the Goods to us only. Such licence may be sublicensable subject to:
- our agreement in writing, with equivalent obligations for you to procure the sub-licensee's compliance with the terms of the Contract;
 - all sub-licences granted automatically terminating on termination or expiry of the Contract; and
 - you being liable for all acts and omissions of any sub-licensee.
- 15.2. All Intellectual Property Rights in anything that you develop, or which are developed on your behalf, including any materials, information or data, specifically to meet your obligations under the Contract (**Arising IP**) will be our property. You must transfer and procure the transfer of all Arising IP 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 Arising IP is created.
- 15.3. You warrant and represent that immediately before you transfer any rights to us under Condition 15.2, you are the legal and beneficial owner of the Arising IP. You acknowledge and agree that any breach of this Condition 15.3 will give us the right to claim under the Contract for any Loss we or any Group Company suffer as a result.
- 15.4. If we ask, you must do whatever is necessary (including signing, or procuring the signing of, any relevant document or granting any relevant power of attorney) to transfer any Intellectual Property Rights needed to bring Condition 15.2 into effect.
- 15.5. In the event it is agreed, pursuant to a Contract, for you to supply branded Goods of any Group Company (meaning any Goods carrying the 'Asda', 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;
 - at all times, comply with our instructions in respect of the branding, including its form and manner of application to the Goods;
 - not supply such branded Goods to another person without first getting our written permission;
 - prior to any such agreed supply of any Goods to another person, remove and dispose of (at your own cost) all Group Company labels, price labels, trademarks and other distinguishing marks from the goods; and
 - not, in the course of any such agreed supply of the branded Goods to another person or of Goods to another person when the relevant Contract comes to an end and/or if we De-list you as a supplier, disclose any Confidential Information.
- 15.6. You agree to indemnify IPL and any Group Company against all costs, expenses (including legal costs on a full indemnity basis), damages and Losses resulting from or arising in connection with any claim brought against IPL or any Group Company if the Goods, the Developed Materials or the receipt of any other materials or services from you causes an actual or alleged infringement of any third party's Intellectual Property Rights.
- 15.7. 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 Arising IP, and any similar rights available in any part of the world. You must make sure that all of your employees, subcontractors and any other relevant person agree to the same in writing.
- 16. General**
- 16.1. The Parties agree that any notice issued under a Contract must be made in writing 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 of transmission except that 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 Legal Team, IPL, Unit 1, Foxbridge Way, Normanton, WF6 1TN and a copy sent by email to legal@ipl-ltd.com. 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.
- 16.2. You agree that you are an independent contractor with your own separate legal identity. You agree that the 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.
- 16.3. You will be fully responsible for the actions and failings of any third party, including any subcontractor that you use to fulfil your obligations under the Contract.
- 16.4. None of these Conditions are intended to give a benefit to, or be enforceable by, any person who is not a party to the Contract (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) except that any Group Company that suffers a Loss if you breach a Contract may enforce any rights it would have as a Party to the Contract.
- 16.5. If either Party fails to enforce any of the terms of a Contract, it does not mean that it cannot do so in the future. If we do not take action against you for breaching 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.
- 16.6. If any of these Conditions (or part of them) cannot be enforced or is not valid, the remaining Conditions will still apply in full.
- 16.7. You must not assign, novate or in any way transfer a Contract or any right or obligation under a Contract without first getting our written permission. We may assign, novate or transfer any Contract without your permission to any Group Company.
- 16.8. The UN Convention for the International Sale of Goods will not apply unless agreed in writing.
- 16.9. No variation of a Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, each Party.
- 16.10. The Contract and any documents entered into pursuant to it constitute the entire agreement between the Parties and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 16.11. The Contract will be governed by the laws of England and Wales and any disputes will be dealt with exclusively by the courts of England and Wales, except in circumstances where we or another Group Company have the right to take legal action in another country if we, or they, consider it to be necessary.