

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to the Contract:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Commencement Date	has the meaning given in clause 2.2;
Conditions	these terms and conditions as amended from time to time in accordance with clause 16.17;
Contract	the contract between Warren Services and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly;
Data Protection Legislation	means: (i) if and to the extent that the UK GDPR (as defined in the Data Protection Act 2018) applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (ii) if and to the extent that the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) applies, the law of the European Union or any member state of the European Union to each party is subject, which relates to the protection of personal data;
Deliverables	the deliverables produced by the Supplier for Warren Services and as set out in the Order;
Delivery Date	has the meaning given in clause 4.2.1;
Delivery Location	has the meaning given in the Order;

Goods	the goods (or any part of them) set out in the Order;
Goods Specification	any specification for the Goods, including any related plans and drawings, that is agreed in writing by Warren Services and the Supplier;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Liabilities	all claims or proceedings made or brought or threatened against Warren Services by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses Warren Services does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings;
Losses	all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that Warren Services does or will incur or suffer;
Order	Warren Services' order for the supply of Goods and/or Services in Warren Services' purchase order form or in Warren Services' written acceptance of the Supplier's quotation (as the case may be);
Order Acknowledgement	the acknowledgement of the Order issued by Warren Services to the Supplier to accept the Order;

Services	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Services Specification;
Services Specification	the description or specification for Services agreed in writing by Warren Services and the Supplier;
Services Start Date	the date from which the Supplier is to supply the Services as set out in the Order;
Supplier	the person or firm from whom Warren Services purchases the Goods and/or Services;
VAT	has the meaning given in clause 8.5;
Warren Services	Warren Services Limited registered in England and Wales with company number 03081991 whose registered office is 2 Brickfields Way, Thetford, Norfolk IP24 1HX;
Warren Services Materials	has the meaning given in clause 5.3.9.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any words following the terms **including**, **include** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 A reference to **writing** or **written** includes email but not fax.

1.7 Reference to **termination** shall mean **termination** or **expiry** as appropriate.

2. **BASIS OF CONTRACT**

2.1 The Order constitutes a separate offer by Warren Services to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing the Order Acknowledgement;

2.2.2 the Supplier clicking the hyperlink on the Order to accept the Order; or

2.2.3 any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

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

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. **SUPPLY OF GOODS**

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description and any applicable Goods Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Warren Services, expressly or by implication, and in this respect Warren Services relies on the Supplier's skill and judgement;

3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 Warren Services may inspect and test the Goods at any time before delivery during the Supplier's normal hours of business on Business Days on reasonable prior written notice to the Supplier. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

- 3.4 If following such inspection or testing Warren Services considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Warren Services shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Warren Services may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. **DELIVERY OF GOODS**

- 4.1 The Supplier shall ensure that:
 - 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3 it states clearly on the delivery note any requirement for Warren Services to return any packaging material for the Goods to the Supplier (any such packaging material shall only be returned to the Supplier at the cost of the Supplier).
- 4.2 The Supplier shall deliver the Goods:
 - 4.2.1 on the date specified in the Order or, if no such date is specified, then within five days of the date of the Order (**Delivery Date**);
 - 4.2.2 to the Delivery Location; and
 - 4.2.3 during Warren Services' normal hours of business on a Business Day, or as instructed by Warren Services.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier:
 - 4.4.1 delivers less than 95% of the quantity of Goods ordered, Warren Services may reject the Goods; or

4.4.2 delivers more than 105% of the quantity of Goods ordered, Warren Services may at its sole discretion reject the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense.

4.5 If the Supplier delivers more or less than the quantity of Goods ordered, and Warren Services accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.6 Unless the Order expressly permits the Supplier to deliver the Goods in instalments, the Supplier shall not deliver the Goods in instalments without Warren Services' prior written consent.

4.7 Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.

4.8 Where Goods are delivered by instalments, if:

4.8.1 the Supplier fails to deliver any one instalment on time;

4.8.2 the Supplier fails to deliver an instalment at all; or

4.8.3 there is any defect in an instalment,

Warren Services shall be entitled to the remedies set out in clause 6.1.

4.9 References in the Contract to Orders shall, where applicable, be read as references to instalments.

4.10 Title and risk in the Goods shall pass to Warren Services on completion of delivery.

5. **SUPPLY OF SERVICES**

5.1 The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to Warren Services in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Warren Services notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with Warren Services in all matters relating to the Services, and comply with all instructions of Warren Services;

5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

- 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- 5.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Services Specification, and that the Deliverables shall be fit for any purpose that Warren Services expressly or impliedly makes known to the Supplier;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Warren Services, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of Warren Services' premises;
- 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Warren Services to the Supplier (**Warren Services Materials**) in safe custody at its own risk, maintain the Warren Services Materials in good condition until returned to Warren Services, and not dispose or use the Warren Services Materials other than in accordance with Warren Services' written instructions or authorisation;
- 5.3.10 not do or omit to do anything which may cause Warren Services to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Warren Services may rely or act on the Services; and
- 5.3.11 comply with any additional obligations as set out in the Services Specification.

6. **WARREN SERVICES' REMEDIES**

- 6.1 If the Supplier fails to deliver the Goods by the Delivery Date or to perform the Services by the Services Start Date, or both, Warren Services shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.3 to recover from the Supplier any costs incurred by Warren Services in obtaining substitute goods and/or services from a third party;
 - 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - 6.1.5 to claim damages for any additional costs, loss or expenses incurred by Warren Services which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Warren Services shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.2.5 to recover from the Supplier any expenditure incurred by Warren Services in obtaining substitute goods from a third party; and/or
 - 6.2.6 to claim damages for any additional costs, loss or expenses incurred by Warren Services arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then, without limiting or affecting other rights or remedies available to it, Warren Services shall have one or more of the following rights and remedies:

- 6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 6.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 6.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 6.3.5 to recover from the Supplier any expenditure incurred by Warren Services in obtaining substitute services or deliverables from a third party; and/or
 - 6.3.6 to claim damages for any additional costs, loss or expenses incurred by Warren Services arising from the Supplier's failure to comply with clause 5.3.4.
- 6.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5 Warren Services' rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. **WARREN SERVICES' OBLIGATIONS**

- 7.1 Warren Services shall:
- 7.1.1 provide the Supplier with reasonable access at reasonable times to Warren Services' premises for the purpose of providing the Services; and
 - 7.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8. **CHARGES AND PAYMENT**

- 8.1 The price for the Goods:
- 8.1.1 shall be the price set out in the Order; and
 - 8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods (no extra charges shall be effective unless agreed in writing and signed by Warren Services).
- 8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services.

Unless otherwise agreed in writing by Warren Services, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 8.3 In respect of the Goods, the Supplier shall invoice Warren Services on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Warren Services on completion of the Services. Each invoice shall include such supporting information required by Warren Services to verify the accuracy of the invoice, including the relevant purchase order number.
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, Warren Services shall on receipt of a properly rendered invoice pay the invoiced amounts to a bank account nominated in writing by the Supplier within 60 days of the end of the month in which the corresponding Goods and/or Services were supplied to Warren Services (unless otherwise agreed between the parties in writing).
- 8.5 All amounts payable by Warren Services under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Warren Services, Warren Services shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from ten days after the dispute is resolved until payment.
- 8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Warren Services to inspect such records at all reasonable times on request.
- 8.8 Warren Services may at any time, without notice to the Supplier, set off any liability of the Supplier to Warren Services against any liability of Warren Services to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Warren Services may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Warren Services

of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in Warren Services Materials) shall be owned by the Supplier.
- 9.2 The Supplier grants to Warren Services, or shall procure the direct grant to Warren Services of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Warren Services Materials) for the purpose of receiving and using the Services and the Deliverables.
- 9.3 Warren Services grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by Warren Services to the Supplier (including Warren Services Materials) for the term of the Contract for the sole purpose of providing the Services to Warren Services.
- 9.4 The Supplier acknowledges that all rights in Warren Services Materials are and shall remain the exclusive property of Warren Services.

10. INDEMNITY

- 10.1 The Supplier will indemnify Warren Services against all Losses and Liabilities in each case arising out of or in connection with:
- 10.1.1 any actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (including the Deliverables but excluding Warren Services Materials);
- 10.1.2 any claim made against Warren Services by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods or the Deliverables; and/or
- 10.1.3 any claim made against Warren Services by a third party arising out of or in connection with the supply of the Goods or the Services.

11. INSURANCE

- 11.1 During the Contract and for a run off of three years afterwards the Supplier shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessperson in connection with the risks associated with the Contract, and produce to Warren

Services on demand full particulars of that insurance and the receipt for the then current premium. The Supplier shall retain and make available for inspection by Warren Services or its advisors electronic copies of all such policies for at least seven years after termination of cover.

12. COMPLIANCE WITH RELEVANT LAWS

12.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

13. CONFIDENTIALITY

13.1 Each party undertakes that it will not at any time disclose to any person any confidential information concerning the other parties' business, affairs, clients or suppliers and any other information of a confidential nature (including all technical or commercial know-how, specifications, designs, schematics, inventions, processes or initiatives which have been disclosed by a party to the other party, its employees, agents or subcontractors), except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

13.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract and each party will ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information materially comply with this clause 13; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. DATA PROTECTION

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation if and to the extent that the Data Protection Legislation applies to the Contract.

14.2 Either party may, at any time on not less than 30 days' notice, revise this clause 14 by replacing it with any applicable controller to processor standard clauses or similar

terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

15. **TERMINATION**

15.1 Without affecting any other right or remedy available to it, Warren Services may terminate the Contract:

15.1.1 with immediate effect by giving written notice to the Supplier if:

15.1.1.1 there is a change of Control of the Supplier;

15.1.1.2 the Supplier commits a breach of clause 12; or

15.1.2 for convenience by giving the Supplier one month's written notice.

15.2 On termination of the Contract in accordance with clause 15.1.2, unless otherwise agreed between the parties in writing, Warren Services shall not be entitled to terminate any outstanding Order which shall be fulfilled by the Supplier in accordance with the Contract.

15.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to Warren Services if Warren Services fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

15.4 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

15.4.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so;

15.4.2 the other party takes any step or action in connection with it entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 15.4.3 the other party takes any step or action in connection with it applying to court for, or, obtaining a moratorium under Part A1 of the Insolvency Act 1986;
- 15.4.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 15.4.5 the other party's financial position deteriorates so far as to reasonably justify the opinion that its capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 15.5 On termination of the Contract in accordance with clause 15.4, Warren Services may in its sole discretion terminate any outstanding Order (or part of an Order) immediately on written notice to the Supplier. In the absence of Warren Services submitting written notice to terminate an Order (or part of an Order), the Supplier shall fulfil such Order in accordance with the Contract.
- 15.6 On termination of the Contract, the Supplier shall immediately deliver to Warren Services all Deliverables whether or not then complete and return all Warren Services Materials. If the Supplier fails to do so, then Warren Services may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.7 Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 15.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
16. **GENERAL**
- 16.1 Warren Services may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 16.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Warren Services.
- 16.3 The Supplier must not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Warren Services. If Warren Services

consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

- 16.4 Any notice required to be given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or e-mail.
- 16.5 Any notice or other communication shall be deemed to have been received:
- 16.5.1 if delivered personally, when left at the address referred to in clause 16.4;
- 16.5.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 16.5.3 if sent by email, one Business Day after transmission.
- 16.6 The provisions of clause 16.4 and clause 16.5 do not apply to the service of any proceedings or other documents in legal action.
- 16.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.
- 16.8 If any provision of the Contract is deemed deleted under clause 16.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.9 Except as set out in clause 2.5, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy (no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy).
- 16.10 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party (each party confirms it is acting on its own behalf and not for the benefit of any other person).
- 16.11 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 16.12 The Supplier acknowledges and agrees that Warren Services will rely upon any of the Supplier's pre-contractual statements, representations, assurances and/or warranties (whether made innocently or negligently) that are not set out in the Contract.
- 16.13 The Supplier agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 16.14 The Supplier agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 16.15 Nothing in the Contract shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 16.16 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 16.17 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

17. GOVERNING LAW AND JURISDICTION

- 17.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.