

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to the Contract:

Bespoke Goods	those Goods that have been developed in accordance with the Goods Specification supplied by the Customer (excluding any of Warren’s IPR);
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 2.6;
Conditions	these terms and conditions as amended from time to time in accordance with clause 17.6;
Contract	the contract between Warren and the Customer for the supply of Goods and/or Services in accordance with these Conditions;
Customer	the person or firm who purchases the Goods and/or Services from Warren;
Customer Default	has the meaning given in clause 8.2;
Customer IPRs	all Intellectual Property Rights of which the Customer is the owner or licensee and which are disclosed, licensed or provided to Warren pursuant to the Contract (including in respect of the Customer Materials);
Customer Materials	the materials to be provided by the Customer to Warren, for Warren to supply the Goods/Services as set out in the Quotation or as otherwise agreed in writing;
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	any plans, drawings, designs or other deliverables as set out in the Quotation (if any);
Ex Works	has the meaning given to it in the Incoterms;
Force Majeure Event	has the meaning given in clause 16.1;
Goods	the goods (or any part of them) set out in the Order;
Goods Specification	the description or specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and Warren and as set out in the Quotation and confirmed in the Order Acknowledgement;
Incoterms	the Incoterms 2020 as they may be updated from time to time;
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;
Know-how	any unpatented technical and other information which is not in the public domain including any trade secrets,

unpublished patent applications and any information comprising or relating to concepts, data, discoveries, formulae, ideas, inventions, research models or specifications, methods, research plans, training materials and publication materials;

Liabilities	all claims or proceedings made or brought or threatened against Warren by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses that Warren 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 but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that Warren does or will incur or suffer;
Modifications	has the meaning given in clause 3.3;
Order	has the meaning given in clause 2.3;
Order Acknowledgement	has the meaning given in clause 2.5;
Quotation	has the meaning given in clause 2.2;
Samples	any pre-production samples of the Goods provided to the Customer by Warren;
Services	the services, including any Deliverables, supplied by Warren to the Customer as set out in the Services Specification;
Services Specification	the description or specification for the Services provided as set out in the Quotation and confirmed in the Order Acknowledgement;
Standard Goods	those Goods that are proprietary to Warren and have been developed in accordance with the Warren IPR (and not against a Goods Specification provided by the Customer);
Warranty Period	has the meaning given in clause 5.2;

Warren Warren Services Limited registered company number 03081991 whose registered office is 2 Brickfields Way, Thetford, Norfolk IP24 1HX;

Warren IPR any Intellectual Property Rights in information, data, techniques, Know-How, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) made available by Warren in connection with the supply of the Goods and/or provision of the Services;

Warren's Materials has the meaning given in clause 8.1.10.

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 Customer warrants and represents that in placing an Order it does so as a business customer (that is, either wholly or mainly in connection with a business, trade, craft or profession) and not as a consumer.

2.2 In response to an expression of interest from the Customer to purchase Goods/Services, Warren shall provide the Customer with a quotation for the Goods/Services (**Quotation**).

2.3 If the Customer wishes to proceed with the Quotation, it shall confirm this to Warren in writing (**Order**).

2.4 The Order constitutes an offer by the Customer to purchase Goods or Services in accordance with these Conditions.

- 2.5 The Order shall only be deemed to be accepted when Warren issues written acceptance of the Order (**Order Acknowledgement**).
- 2.6 On the day of the issue of an Order Acknowledgement, the Contract shall come into existence (**Commencement Date**).
- 2.7 Any drawings, descriptive matter or advertising issued by Warren and any descriptions of the Goods or illustrations or descriptions of the Services contained in Warren's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.8 The Quotation and/or Order Acknowledgement will set out which Goods should be treated as Samples for the purposes of the Contract.
- 2.9 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.10 Any Quotation shall unless stated otherwise, be only valid for a period of 60 Business Days from its date of issue (unless otherwise confirmed by Warren in writing).
- 2.11 These Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.12 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.13 It is acknowledged and agreed that Warren shall be entitled to rely on any Goods Specification and/or Services Specification.
- 2.14 It is the Customer's responsibility to ensure that the contents of the Quotation (including any designs, descriptions and specifications) are complete and accurate.
- 2.15 Warren's obligations to manufacture the Goods will not have contractual force until such time as the Customer has confirmed in writing that the Goods Specification is approved.
- 3. GOODS**
- 3.1 The Goods are described in the Goods Specification.
- 3.2 Warren reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and Warren shall notify the Customer in any such event.

- 3.3 If the Customer requests any modifications or variations to either the design or manufacture of the Goods after Warren has issued an Order Acknowledgement (**Modifications**), if Warren accepts the Modifications, Warren reserves the right to increase the price of the Goods accordingly. Warren shall give the Customer written notification of any such increase and if such increase is not acceptable, the Customer shall notify Warren accordingly in writing in seven days from the date of receipt of Warren's written notification, in which case the Modifications shall not apply. If the Customer does not notify Warren within such time then the Customer will be deemed to have accepted such price increase on the seventh day from the date of receipt of Warren's written notification and the Customer shall be liable for such additional amount.
- 3.4 The Customer shall not have the right to cancel the Order from the time Warren issues an Order Acknowledgement and the Customer shall be liable in full for payment of the Order from such time. Without prejudice to the foregoing, cancellation of the Order by the Customer will only be accepted at Warren's discretion and on the condition that any cost, charges and expenses already incurred (including any charges that will be levied by a subcontractor on account of their expenses, work or cancellation conditions) by Warren will be reimbursed by the Customer to Warren on demand.
- 3.5 Warren reserves the right to request a minimum order quantity of Goods. Warren may cancel an Order in respect of which payment is not received within 30 days of the date of the Order Acknowledgement (unless otherwise agreed in writing).

4. **DELIVERY OF GOODS**

- 4.1 Warren shall ensure that:
- 4.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Warren reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to Warren and the Customer shall make any such packaging materials available for collection at such times as Warren shall reasonably request (any returns of packaging materials shall be at Warren's expense).
- 4.2 Delivery of the Goods shall be completed in accordance with Ex Works from the location stated in the Quotation and confirmed in the Order Acknowledgement (or as otherwise agreed between the parties in writing).

- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Warren shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Warren with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If Warren fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Warren shall have no liability for any failure to deliver the Goods if and to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Warren with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Customer fails to take delivery of the Goods within three Business Days of Warren notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Warren's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.5.1 delivery of the Goods shall be deemed to have been completed at 09:00 on the third Business Day following the day on which Warren notified the Customer that the Goods were ready; and
- 4.5.2 Warren shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If ten Business Days after the day on which Warren notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, Warren may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.7 If Warren delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, Warren shall make a pro rata adjustment to the invoice for the Goods.
- 4.8 Warren may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

- 5.1 If and to the extent that any warranty given by a third party manufacturer in respect of the Goods can be assigned, Warren will pass these onto the Customer.
- 5.2 Warren warrants that on delivery, and for a period of 12 months from the date of delivery (unless otherwise agreed between the parties in writing) (**Warranty Period**), the Goods shall:
- 5.2.1 conform in all material respects with their description and any applicable Goods Specification;
 - 5.2.2 be free from material defects in design, material and workmanship; and
 - 5.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.3 The Customer may reject any Goods delivered to it that do not comply with clause 5.2, provided that:
- 5.3.1 notice of rejection is given to Warren:
 - 5.3.1.1 in the case of a defect that is apparent on normal visual inspection, within five Business Days of delivery;
 - 5.3.1.2 in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and
 - 5.3.2 none of the events listed in clause 5.6 apply.
- 5.4 If the Customer fails to give notice of rejection in accordance with clause 5.3.1, it shall be deemed to have accepted the Goods.
- 5.5 If the Customer rejects the Goods under clause 5.3:
- 5.5.1 Warren shall be given a reasonable opportunity to examine such Goods;
 - 5.5.2 the Customer (if asked to do so by Warren) shall return such Goods to Warren's place of business at the Customer's cost; and
 - 5.5.3 if such Goods are found to not comply with the warranty set out in clause 5.2, Warren shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.6 Warren shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.2 if:

5.6.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.3;

5.6.2 the defect arises because the Customer failed to follow Warren's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.6.3 the defect arises as a result of Warren following any drawing, design or specification supplied by the Customer (including any Goods Specification);

5.6.4 the Customer alters or repairs such Goods without the written consent of Warren;

5.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

5.6.6 the Goods differ from their description and/or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.7 Except as provided in this clause 5, Warren shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.2.

5.8 These Conditions shall apply to any repaired or replacement Goods supplied by Warren.

5.9 If and to the extent that the Contract relates to a Sample, such Sample(s) shall be supplied on an "as is" basis and without warranty. The provisions of this clause 5 shall not apply to any Sample.

6. **TITLE AND RISK**

6.1 The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 4 and the relevant Incoterm set out in the Order Acknowledgement.

6.2 Unless otherwise agreed in writing, title to the Goods shall not pass to the Customer until the earlier of:

6.2.1 Warren receives payment in full (in cash or cleared funds) for the Goods and any other goods that Warren has supplied to the Customer in respect

of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Unless otherwise agreed in writing, until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Warren's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Warren's behalf from the date of delivery;

6.3.4 notify Warren immediately if it becomes subject to any of the events listed in clause 15.1.3 to clause 15.1.4;

6.3.5 give Warren such information as Warren may reasonably require from time to time relating to:

6.3.5.1 the Goods; and

6.3.5.2 the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Warren receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as Warren's agent; and

6.4.2 title to the Goods shall pass from Warren to the Customer immediately before the time at which resale by the Customer occurs.

6.5 At any time before title to the Goods passes to the Customer, Warren may:

6.5.1 by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and

6.5.2 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if

the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6.6 The risk in the Customer Materials shall not pass to Warren until such time as the Customer Materials have been incorporated into or amalgamated with other materials to create the Goods.

7. **SUPPLY OF SERVICES**

7.1 Warren shall supply the Services to the Customer in accordance with the Services Specification in all material respects.

7.2 Warren shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Acknowledgement (or as otherwise agreed in writing), but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 Warren reserves the right to amend the Services Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Warren shall notify the Customer in any such event.

7.4 Warren warrants to the Customer that the Services will be provided using reasonable care and skill.

8. **CUSTOMER'S OBLIGATIONS**

8.1 The Customer shall:

8.1.1 ensure that the terms of the Order (including any part numbers associated with the Goods) and any information it provides in any Services Specification and/or the Goods Specification are complete and accurate;

8.1.2 provide the Customer Materials to Warren at its own cost and expense and in a timely manner in order for Warren to supply the Goods/Services;

8.1.3 in respect of an Order for Goods and/or Services that involved laser and/or water cutting, the Customer shall provide a dxf/dwg file to Warren and the Customer shall ensure that such dxf/dwg file is accurate and complete;

8.1.4 co-operate with Warren in all matters relating to the Services;

8.1.5 provide Warren, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Warren to provide the Services;

- 8.1.6 provide Warren with such information and materials as Warren may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 8.1.7 where relevant, prepare the Customer's premises for the supply of the Services;
 - 8.1.8 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 8.1.9 comply with all applicable laws, including health and safety laws;
 - 8.1.10 where applicable, keep all materials, equipment, documents and other property of Warren (**Warren's Materials**) at the Customer's premises in safe custody at its own risk, maintain Warren's Materials in good condition until returned to Warren, and not dispose of or use Warren's Materials other than in accordance with Warren's written instructions or authorisation; and
 - 8.1.11 comply with any additional obligations as set out in the Services Specification and the Goods Specification.
- 8.2 If Warren's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (including, where applicable, providing the Customer Materials, in the manner as required by Warren) (**Customer Default**):
- 8.2.1 without limiting or affecting any other right or remedy available to it, Warren shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Warren's performance of any of its obligations;
 - 8.2.2 Warren shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Warren's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - 8.2.3 the Customer shall reimburse Warren on written demand for any costs or losses sustained or incurred by Warren arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1 The price for Goods:

9.1.1 shall be the price set out in the Quotation and confirmed in the Order Acknowledgement; and

9.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

9.2 The charges for Services shall be calculated on a time and materials basis:

9.2.1 the charges shall be calculated in accordance with Warren's daily fee rates or hourly rates, as set out in the Quotation and confirmed in the Order Acknowledgement;

9.2.2 Warren's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 08:00 to 17:00 worked on Business Days;

9.2.3 Warren shall be entitled to charge an overtime rate for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2.2; and

9.2.4 Warren shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Warren engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Warren for the performance of the Services, and for the cost of any materials.

9.3 Warren reserves the right to:

9.3.1 increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;

9.3.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Warren that is due to:

9.3.2.1 any factor beyond the control of Warren (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

- 9.3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - 9.3.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Warren adequate or accurate information or instructions in respect of the Goods.
- 9.4 Warren reserves the right to request payment in advance in cleared funds in respect of:
 - 9.4.1 any Modifications as a condition of carrying out such Modifications; and/or
 - 9.4.2 design work as a condition of carrying out the design and manufacture of the Goods.
- 9.5 In respect of an Order for Goods and/or Services that involve laser and/or water cutting and the Customer does not provide a dxf/dwg file, Warren will charge an additional fee for creating the required dxf/dwg file.
- 9.6 If the Customer pays any deposit to Warren, it is acknowledged and agreed that the payment of the deposit will be deducted from the total price for the Order.
- 9.7 Subject to clause 9.8, in respect of Goods, Warren shall (unless otherwise set out in the Quotation or as otherwise agreed between the parties in writing) invoice the Customer on or at any time after completion of delivery. In respect of Services, Warren shall invoice the Customer monthly in arrears.
- 9.8 In respect of Goods, Warren reserves the right to request payment in advance in cleared funds in respect of:
 - 9.8.1 carrying out any Modifications as a condition of carrying out any such Modifications; and/or
 - 9.8.2 design work carried out before the design and manufacture of the Goods.
- 9.9 Except as set out in clause 9.8, the Customer shall pay each invoice submitted by Warren:
 - 9.9.1 in accordance with the Quotation or in accordance with any credit terms agreed by Warren and confirmed in writing to the Customer (including by way of Warren's credit application form); and
 - 9.9.2 in full (subject to clause 9.6) and in cleared funds to a bank account nominated in writing by Warren,

time for payment shall be of the essence of the Contract.

- 9.10 If the Customer wishes for purchase order numbers to be used it is the Customer's obligation to provide it in time for invoices to be issued (no later than five Business Days in advance of the invoice being issued), otherwise they will be issued without purchase order numbers and payment will still be expected in accordance with the Contract.
- 9.11 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Warren to the Customer, the Customer shall, on receipt of a valid VAT invoice from Warren, pay to Warren such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.12 If the Customer fails to make a payment due to Warren under the Contract by the due date, then, without limiting Warren's remedies under clause 14, the Customer 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 9.12 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.13 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. **INTELLECTUAL PROPERTY RIGHTS**

- 10.1 In relation to the Customer IPRs:
- 10.1.1 the Customer or, where applicable, the third-party licensor from whom the Customer derives the right to use them, shall retain ownership of all Intellectual Property Rights in the Customer IPRs; and
 - 10.1.2 the Customer grants to Warren a fully paid-up, non-exclusive and royalty free licence to copy and modify the Customer IPRs for the purposes of providing the Services and supplying the Goods.
- 10.2 In relation the Warren IPRs:
- 10.2.1 the Customer acknowledges that the Warren IPRs are and remain the exclusive property of Warren or, where applicable, the third-party licensor from whom Warren derives the right to use them; and

- 10.2.2 Warren grants to the Customer a fully paid-up, non-exclusive, royalty-free and non-transferrable licence to the Warren IPR for the purposes of using and receiving the Services and/or Goods in its business.
- 10.3 In relation to the Deliverables, Warren assigns to the Customer all Intellectual Property Rights in the Deliverables (excluding any of the Warren IPR forming part of the Deliverables).
- 10.4 In relation to Bespoke Goods, on payment of the price of the Goods, Warren assigns to the Customer all Intellectual Property Rights in the Bespoke Goods (excluding any Warren IPR forming part of the Bespoke Goods) to the Customer.
- 10.5 In relation to Standard Goods, Warren shall retain ownership of all Intellectual Property Rights in the Standard Goods.

11. **INDEMNITY**

- 11.1 The Customer will indemnify Warren against an amount equal to all Losses and Liabilities in each case arising out of or in connection with:
 - 11.1.1 a breach of the Contract by the Customer;
 - 11.1.2 Warren's use of any Goods Specification;
 - 11.1.3 Warren developing or manufacturing the Goods against the Goods Specification;
 - 11.1.4 any actual or alleged infringement of a third party's Intellectual Property Rights as a result of Warren's use of any specification (including the Goods Specification) provided by the Customer; and/or
 - 11.1.5 the Customer's use of the Goods.

12. **LIMITATION OF LIABILITY**

- 12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), restitution or otherwise.
- 12.2 Nothing in the Contract shall limit or exclude Warren's liability for:
 - 12.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.2.2 fraud or fraudulent misrepresentation; or

- 12.2.3 any matter in respect of which it would be unlawful for Warren to exclude or restrict liability.
- 12.3 Subject to clause 12.2, Warren shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 12.3.1 loss of profits;
 - 12.3.2 loss of sales or business;
 - 12.3.3 loss of agreements or contracts;
 - 12.3.4 loss of anticipated savings;
 - 12.3.5 loss of use or corruption of software, data or information;
 - 12.3.6 loss of damage to goodwill;
 - 12.3.7 loss of opportunity; and/or
 - 12.3.8 any indirect or consequential loss.
- 12.4 Subject to clauses 12.2 and 12.3, Warren's total liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall not exceed the greater of:
- 12.4.1 £500; and
 - 12.4.2 the total sums paid or payable under the Contract.
- 12.5 Warren has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 (in respect of Goods) and clause 7 (in respect of Services). In view of these commitments, the terms implied by section 13 to section 15 (inclusive) of the Sale of Goods Act 1979 and section 3 to section 5 (inclusive) of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.6 For the avoidance of doubt, Warren shall not be liable in relation to any loss or damage that may result from the use of the Goods other than to the extent set out in these Conditions.
13. **DATA PROTECTION**
- 13.1 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.

13.2 Either party may, at any time on not less than 30 days' notice, revise this clause 13 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).

14. **CONFIDENTIALITY**

14.1 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 14.2.

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

14.2.1 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 or in connection with the Contract and each party will ensure that its employees, officers, contractors, subcontractors, representatives or advisers to whom it discloses the other party's confidential information materially comply with this clause 14; and

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

14.3 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.

15. **TERMINATION**

15.1 Without limiting any of its other rights, Warren may suspend the supply or delivery of the Goods to the Customer, or terminate the Contract with immediate effect by giving written notice to the Customer if:

15.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of being notified in writing to do so;

15.1.2 the Customer fails to pay any amount due under the Contract on the due date for payment;

- 15.1.3 the Customer 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;
 - 15.1.4 the Customer 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;
 - 15.1.5 the Customer suspends, threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 15.1.6 the Customer's financial position deteriorates to such an extent that in Warren's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 15.2 On termination of the Contract for any reason the Customer shall immediately pay to Warren all of Warren's outstanding unpaid invoices and interest and, in respect of Goods supplied and/or Services provided but for which no invoice has been submitted, Warren shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 15.3 Termination of the Contract shall not affect any of 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.
- 15.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

16. **FORCE MAJEURE**

- 16.1 **Force Majeure Event** means any circumstance not within Warren's reasonable control (whether or not reasonably foreseeable) including:
- 16.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 16.1.2 epidemic or pandemic (including COVID-19);
 - 16.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 16.1.4 nuclear, chemical or biological contamination or sonic boom;

- 16.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 16.1.6 collapse of buildings, fire, explosion or accident;
 - 16.1.7 national emergency;
 - 16.1.8 malicious damage or theft;
 - 16.1.9 any labour or trade dispute, strikes, industrial action or lockouts;
 - 16.1.10 general unavailability of the internet;
 - 16.1.11 non-performance by Warren's suppliers or subcontractors; and/or
 - 16.1.12 interruption or failure of utility service.
- 16.2 If Warren is prevented, impeded, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, Warren will not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
17. **GENERAL**
- 17.1 Warren 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.
- 17.2 The Customer must not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Warren.
- 17.3 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.
- 17.4 Each party 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.
- 17.5 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 17.6 No variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.7 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.
- 17.8 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 the Contract. If any provision of the Contract is deemed deleted under this clause 17.8 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.
- 17.9 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 clause 17.9 and clause 17.10, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or e-mail.
- 17.10 Any notice or other communication shall be deemed to have been received:
- 17.10.1 if delivered personally, when left at the address referred to in clause 17.9;
 - 17.10.2 if sent by pre-paid first-class post or other next working day delivery service, at 09:00 on the second Business Day after posting; or
 - 17.10.3 if sent by email, one Business Day after transmission.
- 17.11 The provisions of clause 17.9 and clause 17.10 do not apply to the service of any proceedings or other documents in legal action.
- 17.12 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.

18. **GOVERNING LAW AND JURISDICTION**

- 18.1 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.

18.2 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.