

ENCYCLIS LIMITED

TERMS AND CONDITIONS OF PURCHASE FOR GOODS & SERVICES

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day.
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 18.8.
Contract	the contract between Encyclis and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
Deliverables	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Delivery Date	the date specified in the Order, or, if none is specified, within a reasonable time.
Delivery Location	has the meaning set out in clause 4.2.2.
Encyclis	means Encyclis Limited registered in England and Wales with company number 05845046.
Encyclis Materials	has the meaning set out in clause 5.2.7.
Force Majeure Event	means any circumstance beyond a party's reasonable control including: <ul style="list-style-type: none">a) acts of God, flood, drought, earthquake or other natural disaster;b) epidemic or pandemic;c) 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;d) nuclear, chemical or biological contamination or sonic boom;e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;f) collapse of buildings, fire, explosion or accident; andg) interruption or failure of utility service.
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 Encyclis and the Supplier.
Intellectual Property Rights	patents, rights to inventions, copyright 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.
Mandatory Policies	Encyclis' business policies listed in Schedule 1.
Order	Encyclis' order for the supply of Goods and/or Services, as set out in Encyclis' purchase order form, or in Encyclis' written acceptance of the Supplier's quotation, as the case may be.

Services	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
Service Specification	the description or specification for the Services agreed in writing by Encyclis and the Supplier.
Supplier	the person or firm from whom Encyclis purchases the Goods and/or Services.

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a **party** includes its personal representatives, successors and permitted assigns.
- 1.2.3 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.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to writing or written excludes fax but not email.

2. Application of these Conditions

- 2.1 The Order constitutes an offer by Encyclis 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 written acceptance of the Order; or
 - 2.2.2 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 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 expressly stated otherwise.

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 in all material respects;
 - 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 Encyclis, expressly or by implication, and in this respect Encyclis relies on the Supplier's skill and judgement;
 - 3.1.3 be free from material defects in design, materials and workmanship and remain so for 12 months after delivery, unless a different period is specified in the Order; and
 - 3.1.4 comply with all applicable statutory and regulatory requirements.
- 3.2 Encyclis may inspect and, if appropriate, test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing.
- 3.3 If following such inspection or testing, Encyclis reasonably considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Encyclis shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.4 The provisions of this clause 3 are in addition to and shall not exclude any warranty provided by the manufacturer of any Goods and the Supplier shall, if required, and to the extent it is legally able to do so, assign to Encyclis any manufacturer warranty which is more extensive than that provided in these Conditions.

4. Delivery of Goods

- 4.1 The Supplier shall ensure that:
 - 4.1.1 the Goods are properly packed and secured to enable them to reach their destination in perfect condition;

- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the Order number (if any), the type and quantity of the Goods, any special storage instructions, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered and any other information reasonably requested by Encyclis; and
- 4.1.3 packaging will not be returnable unless Encyclis has so agreed in writing prior to delivery.
- 4.2 The Supplier shall deliver the Goods:
 - 4.2.1 on the Delivery Date and during Business Hours or as instructed by Encyclis; and
 - 4.2.2 to the address for delivery of set out in the Order ("**Delivery Location**").
- 4.3 The Supplier will promptly notify Encyclis if it is unable, or expects to be unable to deliver the Goods on the Delivery Date.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.5 Title and risk in the Goods shall pass to Encyclis on completion of delivery.
- 4.6 If the Supplier delivers more than the quantity of Goods ordered, Encyclis may at its sole discretion accept or reject the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If Encyclis elects to accept delivery of the excess quantity of Goods, the Supplier shall not be entitled to issue an invoice for (and Encyclis shall not be obliged to pay for) the excess Goods (until Encyclis requires them and until such time, the Goods shall remain at the Supplier's risk.
- 4.7 The Supplier shall not deliver the Goods in instalments without Encyclis' prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Encyclis to the remedies set out in clause 7.1.

5. Supply of Services

- 5.1 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier from time to time. The Supplier will promptly notify Encyclis if the Supplier is unable, or expects to be unable to perform the Services at the agreed time.
- 5.2 In providing the Services, the Supplier shall:
 - 5.2.1 ensure that the Services conform with the Service Specification;
 - 5.2.2 perform the Services with due care, skill and diligence and in accordance with generally recognised standards of its industry, profession or trade;
 - 5.2.3 exercise proper expertise and judgment;
 - 5.2.4 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;
 - 5.2.5 unless otherwise agreed in writing, provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.2.6 ensure that any Deliverables and all goods and materials supplied and used in the Services or transferred to Encyclis, will be free from defects in workmanship, installation and design and shall be fit for any purpose that Encyclis expressly or impliedly makes known to the Supplier;
 - 5.2.7 hold all materials, equipment and tools, drawings, specifications and data supplied by Encyclis to the Supplier (**Encyclis Materials**) in safe custody at its own risk, maintain them in good condition until returned to Encyclis, and not dispose of or use the Encyclis Materials other than in accordance with Encyclis' written instructions or authorisation; and
 - 5.2.8 not do or omit to do anything which may cause Encyclis to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

6. General Supplier obligations

- 6.1 The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 6.2 The Supplier shall co-operate with Encyclis in all matters relating to the Contract, and shall comply with all reasonable instructions of Encyclis.
- 6.3 The Supplier will observe and ensure its employees, agents and contractors observe, all health and safety rules and regulations any other security requirements that apply at any of Encyclis' premises or sites. Encyclis may remove any person from any of its premises or sites who does not comply with the foregoing requirements or whom it considers to be a health & safety or security risk.

7. Remedies

- 7.1 If the Supplier fails to deliver the Goods or perform the Services by the date agreed in the Contract, without limiting or affecting other rights or remedies available to it, Encyclis may exercise any one or more of the following rights and remedies:
- 7.1.1 terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.1.2 refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
 - 7.1.3 recover from the Supplier any additional costs incurred by Encyclis in obtaining substitute goods or services from a third party;
 - 7.1.4 require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
 - 7.1.5 claim damages for any additional costs, loss or from expenses incurred by Encyclis which are attributable to the Supplier's failure to meet such dates.
- 7.2 If the Goods do not comply with the undertakings set out in clause 3.1 or the Services do not comply with the requirements of clause 5.2.1 and/or clause 5.2.2, then without limiting or affecting other rights or remedies available to it, Encyclis may exercise any one or more of the following rights and remedies (whether or not it has accepted the Goods):
- 7.2.1 terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.2.2 reject the Goods (in whole or in part) whether or not title has passed and require the Supplier to collect them, or (as applicable), require the Supplier to provide repeat performance of the Services, in either case at the Supplier's own risk and expense;
 - 7.2.3 require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
 - 7.2.4 return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 7.2.5 refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
 - 7.2.6 recover from the Supplier any additional costs or expenditure incurred by Encyclis in obtaining substitute goods or services from a third party; and
 - 7.2.7 claim damages for any additional costs, loss or expenses incurred by Encyclis arising from the Supplier's breach.
- 7.3 These Conditions shall extend to any remedial Services or repaired or replacement Goods supplied by the Supplier.
- 7.4 Encyclis' rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

8. Charges and payment

- 8.1 The price for the Goods shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date and shall be inclusive of the costs of packaging, insurance, carriage of the Goods and any applicable tax or duty payable in respect of the Goods.
- 8.2 The charges for the Services shall be as set out in the Order, which shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services.
- 8.3 The Supplier may not increase the price or the charges (whether on account of increased material labour or transport costs, fluctuation in rates of exchange or otherwise) or claim or levy any extra charges without the prior consent of Encyclis in writing.
- 8.4 Encyclis shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier whether or not notified to Encyclis.
- 8.5 The Supplier shall be entitled to invoice Encyclis on or at any time after completion of delivery of the Goods or completion of performance of the Services, as applicable. Encyclis shall not be obliged to settle any invoice in whole or part which is issued before such time, unless expressly agreed in writing. Each invoice shall include such supporting information required by Encyclis to verify the accuracy of the invoice, including the relevant purchase order number.
- 8.6 In consideration of the supply of Goods and/or Services by the Supplier, Encyclis shall pay the invoiced amounts within 30 days of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.7 All amounts payable by Encyclis under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Encyclis 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, as applicable, at the same time as payment is due for the supply of the Goods and/or Services.
- 8.8 If a party fails to make any payment due under the Contract by the due date for payment, the defaulting party shall pay interest on the overdue sum from the due date until payment, whether before or after judgment at the rate of 2% a year above the Bank of England's base rate from time to time. 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 30 days after the dispute is resolved until payment.

- 8.9 Encyclis may, without notice to the Supplier, set off any liability of the Supplier to Encyclis against any payment due to the Supplier, whether either liability is present or future, liquidated or unliquidated. If the liabilities to be set off are expressed in different currencies, Encyclis may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Encyclis 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 Unless stated otherwise in the Contract, all Intellectual Property Rights in or arising out of the Services (other than Intellectual Property Rights in any Encyclis Materials) shall be owned by the Supplier.
- 9.2 The Supplier grants to Encyclis, or shall procure the direct grant to Encyclis of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual licence to use the Intellectual Property Rights in or arising out of the Services and to use copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables.
- 9.3 Encyclis shall not sub-license, assign or otherwise transfer the rights granted by clause 9.2.
- 9.4 Encyclis grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to use, copy and modify any Encyclis Materials for the term of the Contract for the purpose of providing the Services to Encyclis. The Supplier acknowledges that all rights in Encyclis Materials are and shall remain the exclusive property of Encyclis.

10. Indemnity

- 10.1 The Supplier shall indemnify Encyclis against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Encyclis arising out of or in connection with:
- 10.1.1 any damage to Encyclis' property caused by the Supplier in the performance of the Contract;
 - 10.1.2 any person on the Encyclis' premises being injured or otherwise suffering loss through any default or negligence on the Supplier's part (including without prejudice to the generality of the foregoing any failure by the Supplier, its agents, employees, contractors, sub-contractors or representatives to comply with any provision of the Health and Safety at Work Etc Act 1974).
 - 10.1.3 any claim made against Encyclis by a third party arising out of or in connection with the supply of the Goods or the performance of the Services, to the extent that such claim arises out of the breach, failure or delay in performance of the Contract by the Supplier or act or omission of the Supplier, its employees, agents or subcontractors, including from any defects in the Goods or the Deliverables (to the extent such defects are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors); or
 - 10.1.4 any claim made against Encyclis for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with its use of the Goods, or receipt, use or supply of the Services (excluding Encyclis Materials).
- 10.2 This clause 10 shall survive termination of the Contract.

11. Insurance

- 11.1 During the term of the provision of Services to Encyclis, the Supplier shall carry insurance cover in such amount and in respect of such risks as Encyclis shall require from time to time, including (without prejudice to the generality of the foregoing): employer's liability insurance (or similar) in respect of all employees, agents, contractors, sub-contractors and representatives of the Supplier as shall be on Encyclis' premises at any time for, or in connection with, the provision of the Services with a minimum indemnity limit of £10 million; commercial vehicle insurance in accordance with law; public and product liability insurance, with a minimum indemnity limit of £5 million; and such other insurances in connection with the provision of the Goods as would be effected and maintained by a reasonable and prudent operator and as are reasonably acceptable to Encyclis.
- 11.2 If the Supplier is providing Services which require the delivery, transportation or use of hazardous or toxic materials in to, out of, or on site, the Supplier shall have in place pollution liability insurance with a minimum limit of £5 million per event. Such coverage may be written in the "Claims Made" form, however, in that event, such coverage must be maintained for a period of three years following completion of the Services under the Contract. The Supplier shall name Encyclis an additional insured under the policy and coverage shall be primary to any coverage maintained by or on behalf of Encyclis.
- 11.3 The limits set out in clauses 11.1 and 11.2 are considered minimum and in no way intended to limit the liability of the Supplier. The insurance policies shall be endorsed with an indemnity to principal's clause in respect of claims made against Encyclis arising out of the Supplier's performance of the Order.

12. Compliance with relevant laws and policies

- 12.1 In performing its obligations under the Contract, the Supplier shall:

- 12.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- 12.1.2 comply with the Mandatory Policies and any other policies notified by Encyclis from time to time.
- 12.2 The Supplier represents and warrants that:
 - 12.2.1 it and its agents, directors, employees, officers and other persons associated with it who are performing Services or providing Goods in connection with the Contract (including but not limited to sub-contractors) shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Regulations**”) and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
 - 12.2.2 it shall have and shall maintain in place throughout the term of this Agreement its own policies and adequate procedures to ensure compliance with the Relevant Regulations.
- 12.3 In performing its obligations under the Contract, the Supplier shall:
 - 12.3.1 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 12.3.2 comply with the Encyclis’ anti-slavery policy or have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance; and
 - 12.3.3 include in its contracts with its subcontractors and suppliers’ anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause or ensure that each of its subcontractors and suppliers shall comply with Encyclis’ anti-slavery policy and with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015.
- 12.4 The Supplier will immediately notify Encyclis as soon as it becomes aware of any breach or suspected breach of the Relevant Regulations or of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

13. Data protection

- 13.1 The following definitions apply in this clause 12.4:
 - 13.1.1 **Business Contact Data:** means the business contact information of personnel engaged by either party to the Contract, specifically the name, business telephone number, business email address, business postal address and/or the job role or title of such personnel;
 - 13.1.2 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
 - 13.1.3 **Personal Data:** has the meaning given to it in the Data Protection Legislation.
 - 13.1.4 **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 13.2 Each party will comply with the Data Protection Laws with regard to its processing of Personal Data in the performance of the Contract and will only process such Personal Data to the extent necessary in performing its obligations under the Contract or compliance with law.
- 13.3 The parties acknowledge and agree that the only Personal Data intended to be shared between the parties under this Contract is Business Contact Data and each party is a Data Controller in relation to such Personal Data. If the circumstances change, the parties will work in good faith to agree a data processing agreement to ensure continued compliance with the Data Protection Legislation.

14. Termination

- 14.1 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:
 - 14.1.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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 ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 14.1.3 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

14.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.2 Encyclis may terminate the Contract for convenience at any time on written notice to the Supplier and in such circumstances, shall be liable to pay the Supplier for Goods delivered and accepted and/or Services performed in accordance with the Contract up to and including the effective date of termination.

15. Consequences of termination

15.1 On termination of the Contract, the Supplier shall immediately deliver to Encyclis all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then Encyclis 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.

15.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. Confidentiality

16.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.

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

16.2.1 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. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and

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

16.3 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.

16.4 The Supplier shall not use the name or other identity of Encyclis for advertising or publicity purposes without Encyclis' prior written consent.

16.5 The Supplier will not copy, publicise or make available to any third party any drawings, patterns, design formulae, written instructions, specifications and other technical papers, supplied by Encyclis or produced by the Supplier at the expense of Encyclis for the purposes of the Order, and the same shall remain Encyclis' property and must be returned together with any other property of Encyclis in the Supplier's possession to Encyclis on demand at the expense of the Supplier.

17. Force majeure

17.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly.

17.2 The party affected by the Force Majeure Event shall:

17.2.1 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations; and

17.2.2 keep the other party informed of its endeavours under clause 17.2.1 and the anticipated duration of the Force Majeure Event.

17.3 If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

18. Conflict

18.1 If there is any conflict or ambiguity between the terms of the documents listed below:

18.1.1 Encyclis Terms and Conditions;

18.1.2 Order;

18.1.3 Service Specification and/or Goods Specification; and

18.1.4 Any other document not listed above;

a term contained in a document higher in the above list has priority over one contained in a document lower in the list.

19. General

19.1 Assignment and other dealings.

19.1.1 Encyclis may at any time assign, 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.

19.1.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, 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 Encyclis.

19.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Encyclis. If Encyclis 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.

19.3 Notices.

19.3.1 Any notice given to a party under or in connection with the Contract shall be in writing and in English shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).; or

19.3.2 Any notice shall be deemed to have been received:

19.3.2.1 if delivered by hand, at the time the notice is left at the proper address;

19.3.2.2 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.;

19.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.5 **Severance.** 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 18.4 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.

19.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19.7 **No partnership or agency.** 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.

19.8 **Third party rights.** 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.

19.9 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

19.10 **Governing law.** 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.

19.11 **Jurisdiction.** 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.

Schedule 1 - Mandatory Policies

The Mandatory Policies are:

- Modern Slavery and Human Trafficking Policy.
- Data Protection and Privacy Policy.
- Site Safety Rules.

