



# General Terms & Conditions of Sale H&R ChemPharm (UK) Limited

## Scope

### Europe

H&R ChemPharm (UK) Ltd.

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For the sake of simplicity and easier reading, only the masculine form has been used.



The attention of the buyer is drawn in particular to the provisions of Clause 9 (Limitation of Liability).

## 1. Definitions & Interpretation

1.1 In these Conditions the following definitions shall apply:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Buyer:** the person or firm who purchases the Products from H&R.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

**Contract:** the contract between H&R and the Buyer for the supply of the Products in accordance with these Conditions.

**Delivery:** means delivery of the Product pursuant to the applicable Incoterms rule specified by H&R or if an Incoterms rule has not been specified by H&R, when the Product first becomes in the possession of the Buyer or the Buyer's haulier, carrier or agent, as the case may be.

**Delivery Location:** has the meaning given in clause **Error! Reference source not found.** or **Error! Reference source not found.** (as the context requires).

**EU REACH:** Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals.

**Force Majeure Event:** has the meaning given in clause 11.2.

**H&R:** H&R ChemPharm (UK) Ltd a company incorporated and registered in England and Wales with company number 05641816 whose registered office is at Dudley Road, Tipton, West Midlands, DY4 8EH.

**Incoterms:** the latest version of the 'Incoterms' of the International Chamber of Commerce in force at the time when the Contract is made shall apply, to the extent that they do not conflict with any of the terms in these Conditions.

**Intellectual Property Rights / IPR:** any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, trademarks and registered designs and applications for any of the foregoing, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights and know-how.

**REACH:** means UK REACH and as applicable EU REACH.

**Products:** the Products to be supplied by H&R pursuant to the Contract.

**Order:** the Buyer's order for the Products.

**SDS / Safety Data Sheet:** a document that provides health and safety information about products, substances or chemicals that are classified as hazardous substances or dangerous goods.

**Specification:** the specification for the Products as agreed by the Buyer and H&R.

**UK REACH:** the regulation that applies to the majority of chemical substances that are manufactured in or imported into Great Britain; the regulation comprising EU REACH as brought into UK law on 1 January 2021 under the European Union (Withdrawal) Act 2018 as amended by statutory instruments for the UK domestic context including The REACH etc. (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019/758).

**Written Order Confirmation:** H&R's written confirmation of Order as referred to in clause 2.2.

1.2 In these Conditions the following rules of interpretation shall apply:

- 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 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.

## 2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate (including any conditions of purchase), or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Buyer to purchase the Products in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Buyer are complete and accurate. The Order shall only be deemed to be accepted when H&R issues a written acceptance of the Order (**Written Order Confirmation**) at which point the Contract shall come into existence subject to these Conditions. H&R may issue an acknowledgement of Order but H&R will not be bound by the Contract until it issues its Written Acceptance of Order to the Buyer.
- 2.3 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions (including any conditions of purchase).
- 2.4 Any samples, drawings, descriptive matter or advertising produced by H&R and any descriptions or illustrations contained in H&R's catalogues or brochures or sales materials are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.5 All dimensions weights and volumes contained in any literature supplied by H&R or otherwise communicated to the Buyer are provided by H&R in the belief that they are as accurate as reasonably possible but they do not constitute a description of the Products nor are they warranted to be accurate.
- 2.6 A quotation for the Products given by H&R shall not constitute an offer of sale. H&R's quotation shall only be valid for such period of time as is expressed on its face and if no time period is specified then it shall be valid for 10 Business Days from its date of issue.

## 3. Products

- 3.1 The Products are as described in the Specification. In pursuance of its policy of continued development and improvement H&R reserves to right to modify the Specifications of its products without prior notice.
- 3.2 Where the Buyer agrees in writing to a special Specification for a Product than any information or views given by H&R in arriving at that special Specification are accepted at the Buyer's risk and the Buyer should have satisfied itself that that the special Specification is fully fit for purpose having regard to the Buyer's and (as applicable) the Buyer's customers intended use and application.
- 3.3 To the extent that the Products are to be manufactured (including blending) in accordance with a Specification supplied by the Buyer or its representatives, then the Buyer shall indemnify H&R against all liabilities, costs, expenses, damages and losses suffered or incurred by H&R in



connection with any claim made against H&R for actual or alleged infringement of a third party's IPR arising out of or in connection with H&R's use of the Specification. This clause 3.1 shall survive termination of the Contract.

- 3.4 H&R reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and H&R shall notify the Buyer in any such event.
- 3.5 H&R shall at all times retain title and full ownership of all IPR in its Specifications, formulations and recipes, including in any Specifications, formulations and recipes that H&R creates or develops in relation to fulfilment of the Contract.
- 3.6 H&R shall at all times retain title and full ownership of all IPR in any documentation that is supplied by H&R for use in connection with the Products or the Contract and in all copies thereof made by the Buyer; and H&R hereby grants to the Buyer and its successors in title to the Products a non-exclusive licence to use the same solely for use with in connection with the use of the Products.
- 3.7 Unless otherwise expressly agreed in writing by H&R the sale of the Products by H&R to the Buyer does not give the Buyer or any other person any licence or other right in respect of the use of any of H&R's trademarks, brands or logos or other IPR of H&R.

#### 4. Delivery of Products

- 4.1 The delivery related obligations of H&R and the Buyer shall be in accordance with applicable Incoterm rule as specified in writing by H&R for the Contract in question.
- 4.2 Where it has been agreed that H&R shall be responsible for carriage of the Products then H&R shall transport the Products to the agreed location (Delivery Location) at any time after H&R notifies the Buyer that the Products are ready. If subsequently the Buyer wishes to change the delivery location then H&R shall consider any such request, acting reasonably, and subject always to the Buyer being responsible for any additional delivery or other charges arising as a result. The Buyer shall ensure that there is a clear and suitable access to the Delivery Location.
- 4.3 Where it has been agreed that the Buyer shall collect the Products from H&R then the Buyer or its agent shall collect the Products on the agreed collection date from H&R's premises at Dudley Road, Tipton, West Midlands, DY4 8EH or from such other location as may be agreed with the Buyer prior to delivery (Delivery Location).
- 4.4 Any dates quoted by H&R for delivery of the Products are approximate only, and the time of delivery is not of the essence. H&R shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or by the Buyer's failure to provide H&R with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.5 The Buyer shall accept the weight shown on the Delivery Note. The Buyer must notify H&R in writing within 3 Business Days of Delivery of any alleged shortfall, failing which H&R shall not be liable for any alleged shortfall.
- 4.6 If H&R fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products. H&R shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or by the Buyer's failure to provide H&R with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.7 If the Buyer for any reason fails to take delivery of or collect the Products, as the case may be (whether in whole or in part) then the Buyer shall still remain responsible for paying for all the Product Ordered and without prejudice to any other rights and remedies of H&R, H&R shall be entitled to store the Products until delivery / collection takes place and charge the Buyer for all additional costs and expenses including storage costs provided always that if 10 Business Days pass and H&R has still been unable to effect delivery or the Buyer has failed to collect (as the case maybe), then H&R may resell or otherwise dispose of part or all of the Products as H&R in its absolute discretion sees fit and after deducting all resulting costs and expenses including



storage, transport and selling costs, account to the Buyer for any excess over the price of the Products or charge the Buyer for any shortfall below the price of the Products, any such shortfall being immediately payable by the Buyer upon the written demand of H&R.

## 5. Warranty

5.1 H&R warrants that on delivery the Products shall conform in all material respects with its Specification. The terms implied by sections 13 to 15 of the Sale of Products Act 1979 (including section 14 concerning implied terms about quality or fitness) are, to the fullest extent permitted by law, excluded from the Contract.

5.2 Subject to clause 5.3, if:

5.2.1 the Buyer gives notice in writing to H&R within 3 Business Days of Delivery claiming that some or all of the Products does not comply with the warranty set out in clause 5.1;

5.2.2 H&R (or its agents) is given a reasonable opportunity of examining such Products in situ; and

5.2.3 the Buyer, if asked to do so by H&R, returns such Product to H&R's place of business at the Buyer's cost,

H&R shall, where H&R is satisfied that the warranty claim is valid, at its option replace the defective Product, or refund the price of the defective Products in full.

5.3 H&R shall not be liable for the Products' failure to comply with the warranty set out in clause 5.1 if one or more of the following apply:

5.3.1 the Buyer makes any further use of such Products after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Buyer has failed to follow any applicable SDS and/or H&R's oral or written instructions as to the carriage, storage, use and maintenance of the Products or (if there are none) good trade practice regarding the same;

5.3.3 the defect arises as a result of H&R following any Specification or instructions supplied by the Buyer;

5.3.4 the Buyer alters, contaminates or adds any additional substance to the Products or makes the Product or any part thereof the subject of any subsequent process;

5.3.5 the defect arises as a result of any wilful damage, negligence, or abnormal storage or working conditions not being attributable to H&R or its agents; or

5.3.6 the Products differ from their description or the Specification as a result of H&R complying with any applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5 H&R shall have no liability to the Buyer in respect of the Products' failure to comply with the warranty set out in clause 5.1.

5.5 These Conditions shall apply to any replacement Product supplied by H&R.

## 6 Specification Risk

6.1 The Specification Risk shall rest solely with the Buyer such that the Buyer shall be solely responsible for determining whether the Products, and the Specification for the Products, are suitable for the use and application intended by the Buyer and (as applicable) the Buyer's customers. The Buyer undertakes to H&R that the Specification for the Products is fully fit for purpose having regard to the Buyer's and (as applicable) the Buyer's customers intended use and application.

## 7. Title and risk

- 7.1 The risk in the Products shall pass to the Buyer on completion of Delivery.
- 7.2 Title to the Products shall not pass to the Buyer until the earlier of:
- 7.2.1 H&R receives payment in full (in cash or cleared funds) for the Products and any other Products that H&R has supplied to the Buyer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; and
- 7.2.2 the Buyer resells the Products, in which case title to the Products shall pass to the Buyer at the time specified in clause 7.4.
- 7.3 Until title to the Products has passed to the Buyer, the Buyer shall:
- 7.3.1 store the Products separately from all other Products held by the Buyer so that they remain readily identifiable as H&R's property;
- 7.3.2 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 7.3.3 notify H&R immediately if it becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4; and
- 7.3.4 give H&R such information as H&R may reasonably require from time to time relating to the Products and the ongoing financial position of the Buyer.
- 7.4 Subject to clause 7.5, the Buyer may resell or use the Products in the ordinary course of its business (but not otherwise) before H&R receives payment for the Products. However, if the Buyer resells the Products before that time it does so as principal and not as H&R's agent and title to the Products shall pass from H&R to the Buyer immediately before the time at which resale by the Buyer occurs.
- 7.5 At any time before title to the Products passes to the Buyer, H&R may: (a) by notice in writing, terminate the Buyer's right under clause 7.4 to resell the Products or use them in the ordinary course of its business; and (b) require the Buyer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.

## 8 Price and payment

- 8.1 The price, currency and payment terms in respect of the Products shall be as set out in H&R's quotation (or where applicable in any other document as prepared by H&R and sent to the Buyer prior to the Contract coming into force). H&R may appropriate any payment made to it by the Buyer to such Products and Contracts as it thinks fit
- 8.2 The Buyer shall ensure that it pays the price in the agreed currency to the bank account of the same currency denomination as designated by H&R and set out in the order confirmation and/or invoice.
- 8.3 H&R may, by giving notice to the Buyer at any time before Delivery or collection, as the case maybe, increase the price of the Products to reflect any increase in the cost of the Products that is due to any one or more of the following:
- 8.3.1 any factor beyond H&R's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in the costs of raw materials, labour, materials, energy costs



- (including the price of gas, oil and/or electricity) and any other utility or manufacturing costs; and
- 8.3.2 any request by the Buyer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
- 8.3.3 any delay caused by any instructions of the Buyer or any failure of the Buyer to give H&R adequate or accurate information or instructions.
- 8.4 The price of the Products excludes amounts in respect of value added tax (**VAT**), which the Buyer shall additionally be liable to pay to H&R at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 8.5 Unless otherwise agreed in writing by H&R, H&R may invoice the Buyer for the Products on or at any time after the completion of delivery of the products by H&R or, as applicable, the Products being made available by H&R for collection by the Buyer or its agent.
- 8.6 The Buyer shall pay each invoice submitted by H&R in strict compliance with the agreed payment terms in full and in cleared funds to the appropriate bank account nominated in writing by H&R for the currency in issue. Time for payment shall be of the essence of the Contract. H&R may require payment to be made via direct debit.
- 8.7 If the Buyer fails to make a payment due to H&R under the Contract by the due date, then, without limiting H&R's remedies under clause 10, the Buyer 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 shall be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.8 H&R may at any time, without notice to the Buyer set off any liability of Buyer to H&R against any liability of H&R to the Buyer whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under one or more Contracts. Any exercise by H&R of its rights under this clause 8.8 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise. All amounts due under the Contract from the Buyer to H&R shall be paid in full without any set-off, counterclaim or deduction.
- 8.9 Without prejudice to its other rights and remedies H&R reserves the right to suspend deliveries of Products and/or require payment on account in cleared funds where the Buyer's credit limit has been reached or exceeded or where the Buyer has failed to make payment to H&R by the due date.

## 9 Limitation of liability

- 9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Nothing in the Contract shall limit or exclude any liability of H&R which cannot legally be limited or excluded, including liability for: (a) death or personal injury caused by negligence and (b) fraud or fraudulent misrepresentation.
- 9.3 Subject to clause 9.2 H&R shall not be liable to the Buyer for any one or more of the following types of loss whether direct or indirect, that is: (a) loss of profit, (b) loss of sales or business, (c) loss of production and (d) loss of or damage to goodwill.
- 9.4 Subject to clause 9.2 H&R shall not be liable to the Buyer for any loss, damage or injury resulting from H&R using and handling the Product in accordance with the applicable SDS or any other health and safety related regulation.
- 9.5 Subject to clause 9.2 H&R shall not be liable in any event for any indirect or consequential loss arising under or in connection with the Contract.



9.6 Subject to clause 9.2 and clauses 9.3 to clause 9.5 inclusive, H&R's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract shall not exceed 150% of the Contract price; and for these purposes the Contract price does not include for the avoidance of doubt any value added tax or other sales taxes, carriage and insurance costs. This clause 9 shall survive termination of the Contract.

## 10. Termination

- 10.1 Without limiting its other rights or remedies, H&R may terminate the Contract with immediate effect by giving written notice to the Buyer if one or more of the following events occur:
- 10.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
  - 10.1.2 the Buyer 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;
  - 10.1.3 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and
  - 10.1.4 the Buyer'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.
- 10.2 Without limiting its other rights or remedies, H&R may suspend provision of the Products under the Contract or any other contract between the Buyer and H&R if the Buyer becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4, or H&R reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 10.3 Without limiting its other rights or remedies, H&R may terminate the Contract (and at H&R's sole discretion and without incurring liability, some or all other contracts that H&R has with the Buyer for the sale of Products by H&R) with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 10.4 On termination of the Contract for any reason the Buyer shall immediately pay to H&R all of H&R's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, H&R shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 10.5 The Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at that time 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. 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.

## 11. Force Majeure

- 11.1 H&R shall not be in breach of the Contract nor liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay caused by a Force Majeure Event.
- 11.2 A Force Majeure Event means any event beyond the reasonable control of H&R and including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third



party's), failure or cuts in supply of water or energy sources (including gas and/or electricity) or failure of a transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, pandemics or epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors and the inability to obtain raw materials.

- 11.3 If the Force Majeure Event prevents, hinders or delays the H&R's performance of its obligations for a continuous period of more than 28 days, then H&R may terminate the Contract by giving 1 weeks' written notice to the Buyer.

## 12. Export Terms

- 12.1 Where the Products are to be supplied by way of export from the United Kingdom then unless otherwise expressly agreed by H&R in writing the following provisions of this clause 12 shall apply.
- 12.1.1 where the Products are sent by a route including sea transport H&R shall be under no obligation to give a notice under Section 32(3) of the Sale of Goods Act 1979;
- 12.1.2 the Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any customs or duties thereon; and
- 12.1.3 unless otherwise specifically agreed in writing by H&R, payment of all amounts due to H&R under a Contract shall be made against a pro-forma Invoice; that is fully paid to H&R by the Buyer before H&R is obliged to dispatch the Products or make them available for collection.

## 13. Health & Safety

- 13.1 The Buyer shall comply with and ensure that its customers, employees, agents and contractors comply with all safety and regulatory information contained in the SDS or in other documentation which H&R may supply from time to time to the Buyer and the Buyer shall indemnify and keep H&R indemnified against any liability, claim, proceedings, costs and/or expenses arising out of or in connection with any failure by the Buyer to comply with this obligation.
- 13.2 Compliance by the Buyer with the SDS shall not excuse the Buyer from any other obligation or recommendation it is required to comply with in relation to the Products by virtue of any law, statute regulation or directive.

## 14. Compliance with Laws

- 14.1 The Buyer shall comply with all applicable laws including but not limited to laws relating to anti-bribery and anti-corruption such as the United Kingdom Bribery Act 2010 and laws relating to export control and regulation such as (i) the rules on embargoed countries, (ii) the restrictions on the sale of products to restricted or denied customers and (iii) the regime for the control of exports, transfer and transit of dual use items.
- 14.2 The Buyer shall not directly or indirectly utilise, sell, transport or otherwise transfer the products purchased from H&R to or through any country, entity or individual contrary to the any national or international law and regulation.
- 14.3 The Buyer shall comply with any obligations it may have under REACH and undertakes to promptly provide H&R with such information as H&R may reasonably require from time to time to ensure H&R's compliance with REACH and any other applicable law. All information provided



by H&R about the substances and any compounds in the Product are supplied on a strictly confidential basis and may only be disclosed by the Buyer and required under REACH.

- 14.4 The Buyer shall procure that any third party to whom the Products from H&R will be supplied, whether in original form or as intermediate or end product, are under the same obligations as set out in clause 14, such that all third parties throughout the Buyer's supply chain, so far as the end user, are under the same strict compliance obligations as set out in this clause 14.
- 14.5 The Buyer undertakes to indemnify and hold harmless H&R, its officers, employees agents and representatives from and against or damages, losses, liabilities, penalties costs and expenses (including reasonable legal fees) as a result of any claim, suit action, proceeding, demand, judgement or settlement arising out of the Buyer's failure to comply with its obligation as set out in this clause 14.

## 15. General

- 15.1 **Assignment and other dealings.** H&R 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 or obligations under the Contract. The Buyer may 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 H&R.

### 15.2 Confidentiality

15.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.2.

15.2.2 Each party may disclose the other party's confidential information: (a) 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 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; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.2.3 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.

- 15.3 **Entire agreement.** 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. 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 15.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 15.5 **Waiver.** 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.

- 15.6 **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



- 15.6 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.
- 15.7 **Notices.** Any formal contract notice given to a party under or in connection with the Contract shall be in writing and 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). Any such notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; or (b) 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. This clause 15.7 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.
- 15.8 **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.
- 15.9 **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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. 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.