VWS (UK) LIMITED

Terms and conditions for the supply of goods and services

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 To Definitions in these Conditions, the following definitions apply:
 Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
 Conditions: these terms and conditions as amended from time to time in accordance with clause 22.7.
 Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
 Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed.

. the person or firm who purchases the Goods and/or Services from the Supplier. s Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the

Services.

Clustomer's Representative: the Customer's representative for the Services appointed under clause 10.

Goods: the goods (or any part of them) set out in the Order.

Goods: the goods (prainly part of them) set oods, including any relevant plans or drawings that are agreed in writing by the Customer and

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Goods Specification: any specification for the Goods, including any relevant plans or drawings that are agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and significant or the property related or unregistered and related to the property related or unregistered and significant property related to unregistered and confidential related to the property related to the property from, such rights and all related to the property related to the proposal.

Services: the services to be supplied by the Supplier to the Customer as set out in the Supplier's Proposal.

Supplier's Proposal.

Supplier: means VMS (UK) LIMITED (TIA Veolia Water Technologies), a company registered file is at 2 Dukes Meadow, Bourne End, SLB SXF.

Bit the services to be supplied by the supplier to the Customer as set out in the supplier of independent of the supply of Services.

For Proposal means the proposal for the supply of Services.

For means VMS (LM) LIMITED TIA Verola Water Technologies), a company registered in England with number 00327847 whose for means VMS (LM) LIMITED TIA Verola Water Technologies), a company registered in England with number 00327847 whose for For England Tial Verola Water Technologies and the Services which are not the subject of a separate agreement between the parties under which title passes instrument.

to the Customer.

Supplier's Representative: the Supplier's representative for the Services appointed under clause 9.3.

VAI: value added tax chargeable under the Value Added Tax Act 1994.

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Year: means, (in respect of the Services only) each consecutive period of twelve (12) months starting on the Commencement Date of the Contract and each anniversary thereof.

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- Construction. In these Conditions, the following rules apply:

 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. A reference to a hodding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutors.
- 1.4

- 2.3 2.4
- A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

 Bass or CONTRACT

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

 The Order shall only be deemed to be accepted when the Supplier issues written or verbal acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Supplier which is not set out in the Contract. Any samples, drawings descriptions of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force and provide and according on the survey of the supplier Proposal) are complete and according on the survey of the contract or have any contractual force are complete and according on the survey of the supplier Proposal). 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 trade custom, practice or course of dealing.

 Any quotation given by the Supplier shall not constitute an offer.

 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified. 2.5
- 2.6
- 2.7 2.8 3. 3.1 3.2 3.3 3.4
- Gooss
 The Goods are described in the Supplier's catalogue (whether online or otherwise) or as modified by any applicable Goods Specification. The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements. The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements. The Customer can only cancel an order for Goods (or any part of an order for Goods) which the Supplier has already accepted, with the Supplier's prior agreement in writing and provided that the Customer indemnifies the Supplier in full in accordance with Clause 17.1. Goods returned without the consent of the Supplier will not be accepted for credit.
- Delivery of the Coods shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, at relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), whether any Works are required, special storage instructions (if any) and, if the Order is being delivered by instalments, the customer that all canalized to the Coods are required. Special storage instructions (if any) and, if the Order is being delivered by instalments, the customer that the Goods are ready for delivery.

 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location), and the Coods are all the Coods are ready for delivery.

 Delivery of the Goods shall be completed on the Goods are ready for delivery in the Coods are all the Coods are ready for delivery.

 Delivery of the Goods and the Coops are ready for delivery of the Goods and the Coops are ready for delivery in the Coods are all the Coops are ready for delivery in the Coops are ready for delivery in the Coops are ready for delivery of the Goods and the Coops are ready for delivery in the Coops are all the Coops are ready in delivery of the Goods and the Coops are ready for delivery in the Coops are all the Coops are ready for delivery instructions or any other instructions that are relevant to the supply of the Goods and it is unable to supply the Customer with the Goods because they are not in stock or no longer available, the Supplier will not process the order.

 The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer that the Goods were ready for delivery the Customer has not taken or the Customer that the Goods were ready for delivery the Customer than the Customer than the Goods and all the Goods and all the Goods and selling costs, account to the Customer fath the Goods are ready **4**. 4.1
- 4.3

- separate contract. Any delay in delivery or defect in an instamment shall not drive the Customer and the Customer. **5.** 5.1
- **6.** 6.1
- 6.2
- 6.3
- The Supplier shall be under no obligation to visit the Delivery Location to carry out the Works until the Checklist has been signed and returned by the Customer.

 The Customer warrants that the responses provided in the Checklist are accurate in all material respects and contains all available information regarding the Delivery Location, including (without limitation), the supply of utilities and the utility connection points at the Delivery Location and any issues that may affect the Supplier's ability to carry out the Works safely.

 The Customer shall be responsible for the conditions at the Delivery Location and shall nesure an adequate and safe environment in order for the Works to be carried out.

 The Supplier shall have no liability for any Works carried out in accordance with information contained in the Checklist if such information is false. misteading or inscruzate in any way contains the state of the supplier is called out to the Delivery Location but is unable to carry out the Works than the Supplier reserves the right to charge the Customer all reasonable costs associated with cancelling and rescheduling any visit to carry out the Works.

 The Works shall be deemed to be completed upon the Supplier providing written confirmation to the Customer.

 Quarri

 The Supplier warrants that either: 6.4
- 6.5 6.6
- 6.7

- 6.8 7. 7.1 (a) (b)

- Quautr
 The Supplier warrants that either:
 for a period of 12 months from the date of delivery (where Clause 6 does not apply); or
 for a period of 12 months from the date of completion of the Works (where Clause 6 does apply)
 (each being the Warranty Period), the Goods shall:
 conform in all material respects with their description and any applicable Goods Specification; and
 be free from material defects in design, material and workmanship.
 Subject to clause 7.3, if:

- Subject to clause 7.3, if:

 We construct the Customer gives notice in writing during the warranty period within 21 days of discovery that some or all of the Goods do not comply with the warranty set of it in clause 7.1;

 We surranty set out in clause 7.1;

 We surranty set out in clause 7.3;

 We surranty set out in clause 6.1;

 We surranty set out in clause 6.1;

 We surranty set of business at the Customer's cost, then the Supplier spar or replace the defective Goods, or refund the price of the defective Goods, or refund the price of the defective Goods in fell. (b) (c)

- The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 7.1 if:
 the Customer makes any further use of such Goods after giving a notice in accordance with clause 7.1;
 the deflect arises because the Customer failed to follow the Supplier'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;
 the deflect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 the Customer afters or repairs such Goods without the written consent of the Supplier;
 the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable
 statutory or reculatory standards. 7.3 (a) (b)

- stations or regulatory standards.

 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.
- 7.5
- 7.6
- warranty set out in clause 7.1.

 The Supplier provides no warranty and shall have no liability in respect of any water system biohazards which may arise in connection with the supply of the Goods and/or Services from waterborne pathogens, including but not limited to Legionella bacteria. The warranties set out in this Contract are the only warranties which shall be given by the Company and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. The terms of this clause? Falsi Into apply to any Goods purchased by the Customer that are repeated or replaced under warranty, or apply to any Goods repaired or replaced under warranty as part of the Service, but shall apply to any Goods purchased by the Customer for the purpose of such repair or replacement. 7.7
- purpose of such repair or replacement.

 TINTLE AND RISK.

 The risk in the Goods shall pass to the Customer on completion of delivery.

 Tille to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods. Prior to this, the Customer shall endeavour not to dispose of, or mortgage, or charge, or lend, or part with possession of the goods and
- 9. 9.1
- 9.3
- equipment,
 Suprer or Services
 The Supplier shall us reasonable endeavours to manage and provide the Services, in accordance with the Supplier's Proposal in all materials respects.
 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Supplier's Proposal but any such dates.
 The Supplier shall use stimates only and time for performance by the Supplier shall not be of the essence of this Contract.
 The Supplier shall appoint the Supplier's Representative in respect of the Services, who shall have authority under this Contract to contractually to brid the Supplier's near resident to the Services. The Supplier shall use all reasonable endeavours to ensure that the same person acts as the Supplier's Services. The Supplier shall use all reasonable endeavours to observe, all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and that have been communicated to it under clause 10.1(e), provided that it relation to the Services, the Contract shall continue for a period as set out in the Supplier's Proposal unless it is terminated in accordance with clause 16.

 Customer's obsultations. 9.4
- 21.4 9.5

- i obsusances submer shall: sustemed the Order and (if submitted by the Customer) the Goods Specification are complete and accurate; the terms of the Order and (if submitted by the Services and appoint the Customer's Representative in relation to the Services, aver the authority contractually to bind the Customer on matters relating to the Services;

- provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises (including free access to all utilities), office accommodation, data and other facilities as reasonably required by the
- (f)
- Customer's premises (including free access to all utilities), office accommodation, data and other facilities as reasonably required by the Supplier's provide, in a timely manner, any information as the Supplier may reasonably require, and ensure that it is accurate in all material respects; inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's puriness. Security requirements that apply at any of the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant Horized Kingdom standards or requirements: obtain and maintain all necessary insurances, licences and consents and comply with all relevant legislation in relation to the Supplier's Equipment and the use of the Customer's Equipment in relation to the Supplier's Equipment and the use of the Customer's Equipment in relation to the Supplier's Included in all cases before the date on which the Services and/or Works are to start; keep, maintain and insure the Supplier's Equipment and accordance with the Supplier's instructions as notified by the Supplier's written instructions or authorisation; and supplier's Proposal or the Corder.

 If the Supplier's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier's half is to be a substantial or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from or delay.

- crusing control. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other party in writing (Change Request). Unless both parties consent to a Change Request, there shall be no change to the Services and any other terms of this Contract. If both parties consent to a Change Request, it shall be signed by the authorised representatives of both parties, upon which the Change Request becomes a Change Order.

- Request becomes a Change Order.

 Chasses and Praveser
 The price for 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 as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

 The Supplier shall invoice the Customer for the Goods of a larry time after completion of tellever.

 The Supplier shall invoice the Customer for the Goods of Services are enclusive of amounts in respect of value added tax chargeable from time to time (NAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall on necepit of a valid VAT invoice from the Supplier, pay to the Supplier such distillional 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.

 The Supplier's Proposal shall specify whether the charges shall be on a time and materials basis, a fixed price basis or a combination of both. 12.4

- 12.7
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- 12.9 12.10
- 12.11
- In Consideration of the provision or are Services by an experience that the charges shall be on a time and materials basis, a fixed price basis or a combination of the Supplier Proposal shall specify whether the charges shall be on a time and materials basis, a fixed price basis or a combination of the Customer shall pay the total price to the Supplier flow five the Customer for the charges that are then payable, together with expenses, the costs of materials (and VAT, where appropriate).

 The parties agree that the Supplier may review and increases the charges set out in the Supplier's Proposal provided that such charges cannot be increased more than once in any 12 month period. The Supplier shall give the Customer written notice of any such increase. If the cast increases is not acceptable to the Customer, it may within 30 days of such notice being received or deemed to have been cereved in accordance with clause 22.2, terminate the Contract by giving 1 months written notice to the Supplier will and in cleared funds to a horizontal contract of the contract of the supplier shall pay each introde submitted by the Supplier which 30 days of the clate of the private in the contract.

 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier wonth of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and 2013.

 All sums payable to the Supplier under this Contract shall become due immediately on its termination, despite any other provision. This causes 12.0 is without prejudice to any right to claim for interest under the law, or any such right the Customer against any amount payable by the Supplier to the Customer fails to pay the Supplier with Contract with provision and the supplier under this Contract which the law, or any such right to the Customer against any amount payable by the Supplier to the Customer fails to the fail and the Supplier under this Contract which the law, or any such right
- Iterminate

 Convenementary

 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party so obligations under the Contract. The receiving party was also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 14 shall survive termination of the Contract.

 Lateration or useauth:

- Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be oiscosed by yaw, any governmental or regulatory suthority or by a court of competent jurisdiction. This clause 14 shall survive termination of the Contract.

 Lauraxino or LusaLurn:

 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or fraud or fraudulent misrepresentation:
 Subject to clause 15.1:

 The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (i) (ii) 15.3
- statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall (for a Contract for Goods), in no circumstances exceed the price stated in the Order, and (for a Contract for Services), in any Year which a claim arises be limited to the charges paid by the Customer in that Year. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

 This clause 15 shall survive termination of the Contract.
- 15.4 **16.** 16.1 Tesescott
 In respect of Services only, (and without limiting its other rights or remedies) either party may terminate the Contract by giving the other party no less than 3 months' written notice
 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (b)
- 16.3
- belief of the contract with immediate effect by giving written notice to the other party. It is other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party commits a material breach of any term of this Contract and (if such breach is remediate) falls to remedy that breach within a period of 30 days after being notified in writing to do so:

 the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986 or any reenactment or goes into liquidation, otherwise than for the purpose of solvent amalgamation or reconstruction; or any event occurs or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(b).

 10,14 or 19, or there is a change of Control of the Customer.

 11,14 or 19, or there is a change of Control of the Customer.

 12,14 or 19, or there is a change of Control of the Customer.

 13,14 or 19, or there is a change of Control of the Customer.

 14,15 or there is a change of Control of the Customer.

 15,15 or the customer is the customer because subject to any of the events instead in the customer of the customer because the customer and the Supplier if the Customer falls to pay any amount due under this Contract or any other contract between the Customer and the Supplier if the Customer falls to pay any amount due under this Contract or the due date for payment, the Customer is about to become subject to any of them.

 15,15 or the customer shall immediately pay to the Supplier and the Supplier and the supplier of the customer falls to pay any amount due under this Contract on the due date for payment, the Customer because which explore any example of the customer shall immediately any of the events its less of its customer shall immediately pay to the Supplier and the Supplier and the supplier shall within a reasonable time, return all of the Supplier and the supplie

- Custower Notewints

 The Customer agrees to indemnify the Supplier, against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees and all consequential and economic loss (including without limitation loss of profit, future revenue, reputation or goodwill and anticipated savings)) whether direct or indirect made against or incurred or suffered by any of them directly or indirectly and whether wholly or in part resulting from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract: the manufacture and sale of the Goods by the Company in accordance with the Goods Specification or other data or information furnished or instructions given by the Customer; the cancellation of any order by the Customer after its acceptance by the Company in accordance with Clause 3.4; and any breach by the Customer of its obligations under the Contract or any other act or omission (including, without limitation, negligence) of the Customer, its employees and agents.
- (b)

- he Customer, its employees and agents.

 *Perward Norce

 The Supplier uses the information received from the Customer, together with information it has obtained in the course of its relationship with the Supplier (including in relation to Goods and Services I provides to the Customer, and/or the Customers use of those Goods), to provide Goods and Services that the Customer requests, to communicate with the Customers to personalized these Goods), to provide Goods and Services that the Customer requests, to communicate with the Customers to personalized the Supplier's Privacy Policy, which can be viewed here: http://dis.sho.uveoliawatertechnologies.com/privacy-policy

 **Description of the Supplier's Privacy Policy with can be viewed here: http://dis.sho.uveoliawatertechnologies.com/privacy-policy

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 **Province of the Supplier's Privacy Policy with can be viewed here:
- time to time in force including, without limitation, the Bribery Act 2010.

 Force MAJENE
 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government of order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event prevents the Supplier from providing any of the Services and/or Gods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate hits Contract as a result of a Force Majeure Event prevents the Supplier and providing any of the Services and/or Gods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate hits Contract as result or its registered address. Any complaint shall be dealt with in accordance with the Supplier's complaints procedure, a copy of which is available on written request.

 If a dispute ansies out of or in connection with this Contract or the performance, validity or enforceability of it as it pertains to Service (Dispute) then the parties shall follow the procedure set out in clauses 21.3 and 21.4.

 If the Dispute is in relation to Services, then either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Not
- 21.2
- (b)
- **22.** 22.1 General.

 Assignment and other dealings.

 Assignment and other dealings.

 The Supplier may at any time assign, franefer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Supplier may at any time assign, franefer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

- (b)

22.2 (a)

- Notices.

 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial counter, fax or e-mail.

 Accordance 22 (24), if sent by pre-paid lifts class post or other next working day delivery service, as (90) and not he second insienses Day after posting; if delivered personally, when left at the address referred to in clause 22 (24), if sent by pre-paid lifts class post or other next working day delivery service, at 90 and not he second insienses Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax or e-mail, one Business Day after transmission.

 Severance.

 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

 Severance.

 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed to be a valver of any subsequent breach or default by for slight or exercised party and the provision or part-provision or (b)

- 22.3 (a)
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