

JBC Industrial Services Ltd – Terms and Conditions

1. INTERPRETATION

- 1.1 In these Conditions, the following definitions apply:
- Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
- Commencement Date:** has the meaning set out in clause 2.2.
- Conditions:** these terms and conditions.
- Contract:** the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
- Customer:** the person or firm who purchases the Goods and/or Services from the Supplier.
- Customer Equipment:** equipment owned and/or operated by the Customer that is required to be maintained and/or worked on by the Supplier pursuant to the Contract.
- Delivery Location:** has the meaning set out in clause 5.1.
- Force Majeure Event:** has the meaning given to it in clause 13.1(a).
- Goods:** the goods (or any part of them) to be supplied by the Supplier pursuant to the Contract.
- Purchase Order:** the Customer's verbal or written order for the supply of Goods and/or Services.
- Quotation:** a quotation for the provision of Goods and/or Services issued by the Supplier.
- Services:** the services, supplied by the Supplier pursuant to the Contract.
- Supplier:** JBC Industrial Services Limited registered in England and Wales at Tom Dando Close, Normanton Industrial Estate, Normanton, England, WF6 1TP, with company number 1990987.

- 1.2 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. BASIS OF CONTRACT

- 2.1 The Supplier may issue a Quotation following a request by the Customer to do so. A Quotation constitutes an offer by the Supplier to provide Goods and/or Services to the Customer in accordance with these Conditions. Any Quotation is only valid for acceptance by the Customer for a period of 20 Business Days from its date of issue (or such other period as may be specified within the Quotation).
- 2.2 The Customer may accept the Quotation by signing it via DocuSign and issuing a Purchase Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions also apply if the Customer requests the Supplier to provide Goods and/or Services which are not included within a Quotation but which the Supplier agrees to provide. In these circumstances, the Contract shall come into existence upon the Supplier communicating to the Customer its acceptance of the request or the Supplier starting to provide the applicable Goods and/or Services.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Goods and/or Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (whether in its Purchase Order or in any other document issued by it to the Supplier), or which are implied by trade, custom, practice or course of dealing.
- 2.7 In the event of any conflict between the terms of the Quotation, Purchase Order and these Conditions, the following descending order of precedence shall apply to the extent of such conflict only: (i) the Conditions; (ii) the Quotation; (iii) the Purchase Order.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.9 The Services may comprise a one-off job of work or an ongoing maintenance contract arrangement. The Quotation will identify the Goods and/or Services to be provided and the applicable

charges, and (where the Services comprise an ongoing maintenance contract arrangement) the initial period of the Contract, the Customer Equipment that is the subject of the Services, and the frequency of scheduled site visits by the Supplier.

3. CALL OUTS

- 3.1 The Supplier will attend at the Customer's premises to investigate, inspect and assess any breakdown and/or failure of any Customer Equipment, as is notified by the Customer to the Supplier, at the Supplier's earliest convenience. All repairs, maintenance, modifications, upgrades and wasted journeys will be chargeable by the Supplier at the rates specified in clause 9.2 below and invoiced to, and paid for by, the Customer.
- 3.2 The Supplier shall use reasonable endeavours to repair or remedy any faults or defects found with the Customer Equipment. The Supplier does not warrant that every fault or defect or breakdown will be diagnosed, repaired or remedied first time, every time or at all, or that such equipment failure or fault will not recur. The number of engineers required on any callout at the Customer's premises shall be determined at the Supplier's discretion.

4. GOODS

- 4.1 Where the Supplier is not the manufacturer of the Goods to be supplied to the Customer, the Supplier will use reasonable endeavours to pass on to the Customer any manufacturer's warranty (to the extent that such warranties are capable of transfer in the ordinary course of trade). Unless otherwise specified, any manufacturer's warranty is in respect of parts only and the Supplier's time in attending the Customer's premises, assessing the issue and removing, repairing or replacing the Goods or any parts thereof shall be chargeable by the Supplier at the rates specified in clause 9.2 below and invoiced to, and paid for by, the Customer, regardless of whether the manufacturer's warranty covers the cost of the repaired or replacement Goods/parts.
- 4.2 Where the parties have agreed that the Supplier will supply reconditioned equipment (such as reconditioned boilers), the Customer acknowledges that such equipment may not operate to the same standards, or as long as, equivalent equipment purchased as new and previously unused. The Supplier warrants that the Goods will be of satisfactory quality (as defined in section 14 of the Sale of Goods Act 1979) taking into account such qualifications.
- 4.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.
5. DELIVERY OF GOODS
- 5.1 The Supplier shall deliver the Goods to the Customer's site identified in (or in documents referred to in) the Quotation, or as otherwise agreed (**Delivery Location**). Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 5.2 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods or failure to deliver Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.3 If the Customer fails to accept delivery of the Goods, then except where such failure is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed when the Supplier first attempted to deliver the Goods at the Delivery Location; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.4 If the Customer fails to accept delivery of the Goods for a second time, the Supplier may resell or otherwise dispose of part or all of the Goods.
6. TITLE AND RISK
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall: (i) hold the Goods on a fiduciary basis as the Supplier's bailee; (ii) maintain the Goods in satisfactory condition; and (iii) give the Supplier such information as the Supplier may reasonably require from time to time relating to the Goods and the ongoing financial

- position of the Customer, but the Customer may use the Goods in the ordinary course of its business.
- 6.4 If before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession and if the Customer fails to do so promptly, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. SUPPLY OF SERVICES**
- 7.1 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.2 Any dates or times for completion or commencement of the Services (or any part of the Services) shall be estimates only and time shall not be of the essence for the performance of the Services. In particular, the Supplier shall not be in breach of the Contract where any failure to meet estimated dates or times for completion or commencement of the Services is caused by the Customer's failure to provide the Supplier with any information or access that are relevant to the supply of the Services, vehicle breakdown, unusually heavy traffic or unusually heavy demand for the Supplier's services, or any Force Majeure Event.
- 7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4 In the case of ongoing maintenance, the Supplier shall visit the Customer's site as specified in the Quotation to carry out the Services. The date of the Supplier's visits shall be agreed with the Customer. If the Customer wishes to amend the date of the visits it must have given the Supplier 14 days written notice prior to the date of the visits.
- 8. CUSTOMER'S OBLIGATIONS**
- 8.1 The Customer shall:
- (a) ensure that the terms of the Quotation (and any documents referred to in it) are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises (at ground level and over firm ground), plant, materials, information (and ensure that such information is accurate in all material respects) and other facilities as reasonably required by the Supplier to provide the Services;
 - (d) prepare the Customer's premises for the supply of the Services (including the removal of all hazardous and/or dangerous substances (which include lead-based paints, materials or substances containing asbestos, isocyanates and process chemicals) prior to commencement of the Services and in relation to any statutory annual boiler inspections, by taking the relevant boiler offline not less than 24 hours before the Supplier is required to commence work on the boiler, fully draining the boiler and isolating (and tagging) all electricity, water, gas and other relevant services in accordance with The Safe Isolation of Plant and Equipment HSG 253 issued by The Health and Safety Executive;
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start and comply with all laws and regulations applicable to the Customer.
- 8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services (and delivery of any Goods) until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8; and
 - (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default (including the cost of waiting time and the cost of the Supplier returning to the Customer's premises).
- 8.3 The Customer shall, at the Customer's premises upon delivery of the Goods and/or completion of the Services, confirm and sign off receipt of the Goods and/or completion of the Services carried out by the Supplier. The Customer must inform the Supplier in writing of any alleged defects in respect of the Goods and/or Services within 48 hours of such sign-off. The Supplier shall not be liable for any alleged defects in respect of the Goods and/or Services whether pursuant to clause 4, clause 7.1 or otherwise, if notice in writing is not so provided within this timescale.
- 8.4 Subject to the other provisions of the Contract, if:
- (a) the Customer gives notice in writing to the Supplier within the timescale referred to in clause 8.3 that some or all of the Goods do not comply with the warranty set out in clause 4.2 or the Services do not comply with the warranty set out in clause 7.1;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods or the product of the Services; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business, the Supplier shall, at its option, repair or replace the defective Goods and/or re-perform the defective Services, or make an appropriate refund to the Customer.
- 9. CHARGES AND PAYMENT**
- 9.1 The price for Goods and/or Services shall be set out in the Quotation or, if no price is quoted, the price set out in the Supplier's published price list as at the Commencement Date.
- 9.2 Where the Services are to be charged to the Customer on a time and materials basis (which for the avoidance of doubt will include any call out to a Customer on an ongoing maintenance contract, which is not a scheduled maintenance visit):
- (a) the charges shall be calculated in accordance with the Supplier's hourly fee rates (identified in accordance with clause 9.1 above), subject to a minimum charge equal to four hours of time per visit outside of the hours referred to in clause 9.2(b);
 - (b) the Supplier's hourly fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 4.30 pm worked on Business Days; she
 - (c) the Supplier shall be entitled to charge an overtime rate (also identified in accordance with clause 9.1) for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b);
 - (d) in addition to the amounts referred to in clause 9.2(c), the Supplier shall be entitled to charge the Customer a fee of £150 if any individuals whom it engages on the Services are required to perform the Services outside the hours referred to in clause 9.2(b); and
 - (e) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 9.3 The Supplier reserves the right to:
- (a) increase its standard hourly fee rates applicable to the Services, provided that such rates cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 6 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 6 weeks written notice to the Customer; and
 - (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

- 9.4 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services provided pursuant to an ongoing maintenance contract, the price shall be an annual price for such Services and shall be payable either in full in advance at the start of the ongoing maintenance contract and each anniversary of it, or monthly in instalments by BACS, direct debit or standing order. In respect of all other Services, the Supplier shall invoice the Customer monthly in arrears. The parties may agree to the payment of some or all of the price of Goods and/or Services in advance. Any such payment made in advance shall constitute a non-refundable deposit and if the Contract is terminated prior to the corresponding Goods or Services being provided, the Supplier shall be entitled to retain such deposit, which the parties acknowledge shall, without prejudice to any other rights or remedies the Supplier may have, constitute fair compensation for the loss suffered by the Supplier as a result of the termination.
- 9.5 The Customer shall pay each invoice submitted by the Supplier:
- within 30 days of the date of the invoice; and
 - in full and in cleared funds to a bank account nominated in writing by the Supplier, and
 - without deduction, set-off or counterclaim notwithstanding any right or interest howsoever arising that the Customer may have pursuant to any agreement whether now or hereafter between them and the Supplier; and
- time for payment shall be of the essence of the Contract.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer 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 Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.7 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current base rate of Lloyds TSB Bank, accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 9.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 10. LIMITATION OF LIABILITY – THE CUSTOMER’S ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE**
- 10.1 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;
 - fraud or fraudulent misrepresentation; or
 - any other liability that cannot lawfully be excluded.
- 10.2 Subject to clause 10.1:
- the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising for any claim (including without limitation a claim pursuant to an indemnity), damage, loss, costs or liability in respect of (a) any direct loss of profit; (b) any direct loss of anticipated savings; (c) any direct loss of use of money; (d) any direct loss of business; or (e) any indirect loss or damage howsoever caused including (without limitation): (i) any indirect loss of profit; (ii) loss of anticipated profit including loss of profit on contracts; (iii) loss of use of money; (iv) loss of anticipated savings; (v) loss of business contracts; (vi) loss of opportunity; and/or (vii) loss of or damage to goodwill and/or reputation, in each case including as a result of any disruption or impairment to, or suspension or shut-down of, the Customer’s facilities or any part thereof; 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 in no circumstances exceed the greater of either (i) the price actually paid by the Customer to the Supplier in relation to the Contract, or (ii) any sum paid out to the Supplier by its insurers in relation to the liability in question.
- (c) For the avoidance of doubt, the Supplier is not responsible for the operation or management or (subject to any specific agreement between the parties to the contrary) the maintenance of the Customer Equipment, or the wider system of which the Customer Equipment may be part, and accordingly shall not be liable for any loss or damage caused to the Customer by their failure to properly operate, manage or maintain the Customer Equipment and/or the wider system (or any part of it).
- (d) The Supplier is not responsible for any loss or damage suffered by the Customer arising as a result of the Supplier following any drawing, design or specification supplied by the Customer or otherwise approved by the Customer.
- 10.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.4 This clause 10 shall survive termination of the Contract.
- 11. TERMINATION**
- 11.1 Where the Services comprise an ongoing maintenance contract arrangement, without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 3 months’ written notice to take effect at the end of the initial term specified in the Quotation or an anniversary thereof. If such notice is not given, this Contract shall automatically renew for further consecutive 12-month periods on each and every anniversary of the Commencement Date. For the avoidance of doubt, the Supplier may increase the fee payable for the ongoing maintenance contract arrangement in respect of any period after the expiry of the initial term and/or any 12-month period following such expiry in respect of which the term of this Contract continues.
- 11.2 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:
- the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach (and for the avoidance of doubt any failure by the Customer to pay any sum owing to the Supplier under the Contract shall be deemed a material breach);
 - the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - the other party convenes a meeting its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors; or
 - a petition is filed or an order is made by a court of competent jurisdiction or a resolution is passed for the dissolution, winding-up or administration of the other party (other than due to a solvent restructuring); or
 - a trustee, receiver, administrator or other similar officer is appointed in respect of all or any part of the other party’s business; or
 - the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 11.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:
- the Customer fails to pay any amount due under this Contract on the due date for payment; or
 - the Customer becomes subject to any of the events listed in clause 11.3(b) to clause 11.3(f), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 12. CONSEQUENCES OF TERMINATION**
- On termination of the Contract for any reason:
- the Customer shall immediately pay to the Supplier all of the Supplier’s outstanding unpaid invoices and interest and, in respect of Goods or Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - the Customer shall return all of the Supplier’s materials in its possession, custody or control. If the Customer fails to do so,

then the Supplier may enter the Customer's premises and take possession of them;

- (c) the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. GENERAL

13.1 Force majeure:

- (a) 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 party 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 governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other inclement weather, default of suppliers or subcontractors or epidemic or pandemic including Covid-19 and its effects including any related government act, such as a lockdown, which restricts workers and usual business operations, business closure, quarantine, personnel sickness or requirement to self-isolate.
- (b) 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.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 8 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

13.2 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.3 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email to the email address set out in the Quotation, info@jbcmail.co.uk or such other email address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if sent by email, at 9.00am on the first Business Day after sending or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

13.4 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

13.5 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.7 All intellectual property rights (including copyright, trade marks, designs, patents, inventions, trade secrets, whether registered or unregistered or capable of registration or not) in or arising out of or in connection with the Services, or Goods manufactured by the Supplier, shall be owned by the Supplier, unless otherwise agreed between the parties.

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.