

## 1. Interpretation

### 1.1 Definitions.

- (a) "Affiliate" with respect to a party, any entity that controls, is controlled by or is under common control with such party, whereby 'control' means the ownership of 50% (fifty percent) or more of the sharecapital;
- (b) "Business Day" a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
- (c) "Conditions" the terms and conditions set out in this document as amended from time to time in accordance with clause 16.7;
- (d) "Contract" the contract between the Customer and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions;
- (e) "Customer" means the company identified in the section entitled "Shipping Address" the details of which are set out below:  
BioFocus DPI (Holdings) Limited, a company incorporated in England and Wales with registered number 03253690 and whose registered address is at Charles River, Robinson Building, Chesterford Research Park, Saffron Walden, Essex, CB10 1XL, United Kingdom;  
; and  
Charles River Discovery Research Services UK Limited, a company incorporated in England and Wales with registered number 04622227 and whose registered address is at Charles River, Robinson Building, Chesterford Research Park, Saffron Walden, Essex, CB10 1XL, United Kingdom; Charles River Laboratories Edinburgh Limited, a company incorporated in Scotland with registered number SC091725 and whose registered office is at Elphinstone Research Centre, Tranent, EH33 2NE United Kingdom; Cobra Biologics Holdings Limited, a company incorporated in England and Wales with registered number 04442927 and whose registered address is at Charles River, Stephenson Building, The Science Park, Keele, Staffs, ST5 5SP, United Kingdom and Cobra Manufacturing EBT Limited, a company incorporated in England and Wales with registered number 5802963 and whose registered address is at Charles River, Stephenson Building, The Science Park, Keele, Staffs, ST5 5SP, United Kingdom;  
although in each case the shipping address may be different;
- (f) "Customer Materials" has the meaning set out in clause 5.3 (i);
- (g) "Deliverables" all documents, products and materials developed by the Supplier, or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
- (h) "Goods" shall include all goods, (or any part of them) set out in the Order;
- (i) "Goods Specification" any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier;
- (j) "Order" the Customer's order for the supply of Goods and/or Services as set out in the Customer's purchase order form including the conditions specified therein;
- (k) "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 including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- (l) "Supplier" the company, person or firm from whom the Customer purchases the Goods;
- (m) "Services" means the services including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;
- (n) "Service Specification" the description or specification for Services agreed in writing by the Customer and the Supplier; and
- (o) "Supplier" the person or firm from whom the Customer purchases the Goods and/or Services.

### 1.2 Interpretation

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its personal representatives, successors or permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) Any phrase introduced by the terms including, include, in particular or any similar provision shall be construed as illustrative and shall not limit the sense of the preceding those terms; and
- (e) A reference to writing or written includes faxes.

## 2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any and all other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
- (a) the Supplier issuing a written acceptance of the Order; and
- (b) the Supplier doing any act consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence ("Commencement Date").
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

## 3. Supply of Goods

- 3.1 The Supplier shall ensure that the Goods shall:
- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier, or made known to the Supplier by the Customer expressly or by implication and in this respect the Customer relies on the Supplier's skill and judgment;
- (c) where applicable, be free from defects in design, material and workmanship and remain so for twelve (12) months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Customer shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1,

the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any such inspection or testing the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its appropriate remedial actions.

## 4. Delivery of Goods

### 4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type, exact quantity and description of the Goods (including any reference, where applicable), special storage instructions, (if any) and if the Goods are being delivered by instalments, with the written consent of the Customer, the outstanding balance of Goods remaining to be delivered. Delivery by instalments shall not entitle the Supplier to claim payment prior to completion of the Contract unless expressly agreed in writing by the Customer; and
- (c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

### 4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order, or if no such date is specified, within fourteen (14) days of the date of the Order ("Delivery Date") unless agreed otherwise in writing between the Customer and the Supplier. Time shall be of the essence of delivery.
- (b) to the Customer's premises specified in the Order or such other location as is set out in the Order, or as instructed by the Customer prior to delivery ("Delivery Location"); and
- (c) during the Customer's normal business hours unless otherwise agreed or instructed by the Customer in writing.

4.3 Should any Goods be incorrectly delivered the Supplier will be held responsible for any additional costs and expenses incurred in delivering them to their correct destination.

4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods or receipt of the Goods at the Delivery Location.

### 4.5 If the Supplier

- (a) delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
- (b) delivers more than 105% of the quantity of the Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable to the Supplier at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery a pro rata adjustment shall be made to the invoice for the Goods.

4.6 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in any instalment shall entitle the Customer to the remedies set out in Clause 6.

4.7 Title and risk in the Goods shall pass to the Customer on completion of delivery.

## 5. Supply of Services

- 5.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer. Time shall be of the essence of performance of the Services.
- 5.3 In providing the Services, the Supplier shall:
- (a) cooperate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (b) perform the Services with all reasonable care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at the Customer's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("Customer Materials") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer and not dispose of or use Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- (j) Clearly mark the Customer Materials as property of the Customer; and
- (k) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

## 6. Remedies

- 6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Customer shall without limiting its other rights or remedies, have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

(c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party  
(d) where the Customer has paid in advance for the Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and  
(e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:

(a) to reject the Goods (in whole or in part) whether or not title has passed and return them to the Supplier at the Supplier's own risk and expense;  
(b) to terminate the Contract with immediate effect by giving written notice to the Supplier;  
(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);  
(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; and  
(e) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.3 These Conditions shall apply to any substituted or remedial services and/or repaired or replacement Goods supplied by the Supplier.

6.4 The Customer's rights and remedies under these Conditions are in addition to its rights or remedies implied by statute and common law.

#### **7. Customer Obligations**

7.1 The Customer shall:

(a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and  
(b) provide such information as the Supplier may reasonably request for the provision of the Services and the Customer considers reasonably necessary for the purpose of providing the Services.

#### **8. Charges and Payment**

8.1 The price for the Goods:

(a) shall be the price stated in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the Commencement Date; and  
(b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by the Customer.

8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the services.

8.3 In respect of Goods the Supplier may invoice the Customer on or at any time after the completion of delivery. In respect of Services the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within sixty (60) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of Value Added Tax ("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 Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% (four percent) per annum above Royal Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records on request.

8.8 The Customer may at any time, without limiting any of its other right or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated and whether or not any liability arises under the Contract.

#### **9. Intellectual Property Rights**

9.1 In respect of the Goods and any goods that are transferred to the Customer as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.

9.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt Deliverables.

9.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988 or any similar provision of law in any jurisdiction.

9.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual property Rights assigned to the Customer in accordance with clause 9.2.

9.5 All Customer Materials are the exclusive property of the Customer.

#### **10. Indemnity**

10.1 The Supplier shall keep the Customer indemnified against all liabilities, costs and expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Customer as a result or in connection with:

(a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors;  
(b) any claim made against the Customer by a third party for death, personal injury or damages to property arising out of or in connection with defects in the Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier its directors, officers, employees, agents or subcontractors; and  
(c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its directors, officers, employees, agents or subcontractors.

10.2 This clause 10 shall survive the termination of the Contract.

#### **11. Insurance**

During the term of the Contract and for a period of 6 (six) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

#### **12. Confidentiality**

12.1 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 sub-contractors and any other confidential information concerning the Disclosing Party's 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 or subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may 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.

12.2 The Supplier shall not without the prior written consent of the Customer advertise or make known to third parties the fact that the Supplier provides Goods to the Customer.

12.3 This Clause 12 shall survive the termination of the Contract.

#### **13 Termination**

13.1 Without limiting its other rights or remedies the Customer may terminate the Contract:

(a) in respect of the supply of Services by giving the Supplier fourteen (14) days' written notice; and  
(b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

13.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the Customer twenty eight (28) days written notice.

13.3 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods or in respect of the Services and the Contract shall continue in respect of the remaining supply.

13.4 Without limiting its other rights or remedies the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 20 (twenty) Business Days of that party being notified to do so;  
(b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;  
(c) the Supplier 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case within the meaning of section 266 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;  
(d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Supplier is a company) and these events take place for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more companies or the solvent reconstruction of the Supplier;  
(e) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than for the sole purpose of a scheme of solvent amalgamation of the Supplier with one or more companies or the solvent reconstruction of the Supplier;  
(f) (being a company) an application is made to the court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;  
(g) (being a company) the holder of a qualifying floating charge over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver;  
(h) (being an individual) the Supplier is the subject of a bankruptcy petition or order;  
(i) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) Business Days;  
(j) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets;

(k) any event occurs or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.2(b) to 13.2 (i) inclusive;

(l) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(m) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(n) (being an individual) the Supplier dies, or by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under the mental health legislation.

13.3 Termination of the Contract however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

#### **14. Consequences of Termination**

14.1 On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

#### **15. Force Majeure**

15.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from an event, circumstance or cause beyond its reasonable control ("Force Majeure Event").

15.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

15.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 20 (twenty) Business Days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

#### **16. General**

##### **16.1 Assignment and other dealings**

(a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract.

(b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

(c) Where the Customer has consented to the placing of subcontracts, copies of each subcontract shall be sent by the Supplier to the Customer immediately upon receipt

(d) The Supplier shall remain responsible for all Goods supplied by subcontractors.

##### **16.2 Notices**

(a) Any notice or other communication given to a party under or connection with the Contract shall be in writing addressed to that party at its principal place of business 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 pre-paid first class post or other next business day delivery service, commercial courier or fax.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2(a); if sent by pre-paid first class post or other next day delivery service, at 11.00 am on the third business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or of sent by fax, one business day after transmission.

(c) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

##### **16.3 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 legal, valid and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the Contract.

##### **16.4 Waiver**

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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.

##### **16.5 No Partnership or Agency**

Nothing in this Contract is intended to, or shall be deemed to establish any partnership or joint venture between the parties nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

##### **16.6 Third Party Rights**

A person who is not a party to the Contract shall not have any rights to enforce its terms.

##### **16.7 Variation**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

##### **16.8 Hazardous Goods**

(a) Hazardous Goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and International Agreements, relating to the packing, labelling and carriage of hazardous Goods.

(b) All information held by, or reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods supplied, shall be promptly communicated to the Customer.

#### **16.9 Bribery**

(a) The Supplier shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to such laws of the countries in which the Supplier has operations and of the countries in which the Customer and its Affiliates have operations ("Anti Bribery Laws") and shall not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti Bribery Law.

(b) The Supplier shall have and maintain in place throughout the term of this Contract its own policies and procedures to ensure that it and any of its employees, agents, suppliers and sub-contractors comply with the Anti Bribery Laws and will enforce them where appropriate and in particular in the United Kingdom, if applicable the Supplier shall have in place Adequate Procedures (as defined in the Bribery Act 2010).

#### **16.10 Governing Law**

The 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 the laws of England and Wales. All disputes which may arise under, out of or in connection with or in relation to the Contract shall be submitted to the arbitration of the London Court of Arbitration under and in accordance with its Rules at the date hereof. The parties hereto agree that service of any notice in the course of such arbitration at their address as given in the Order shall be valid and sufficient.

#### **17. Supplier Code of Conduct**

Supplier will comply with Customer's Supplier Code of Conduct, which can be found at <http://www.criver.com/legal-compliance-policies>