



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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The Customer's attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1 INTERPRETATION

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

1.1 Definitions:

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

"Business Hours" the period from 9.00 am to 5.00 pm on any Business Day.

"Commencement Date" has the meaning given in clause 2.2.

"Conditions" these terms and conditions as amended from time to time in accordance with clause 17.8.

"Contract" the contract between the Supplier and the Customer for the supply of Goods or Services or Goods and Services including the Schedule and in accordance with these Conditions.

"control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be interpreted accordingly.

"Critical Examination" means the examination of the Equipment undertaken by a radiation protection adviser in accordance with the provisions of regulation 31(2) of the Ionising Radiation Regulations 2017.

"Customer" the person or firm who purchases the Goods or Services or Goods and Services from the Supplier.

"Deliverables" the deliverables set out in the Order produced by the Supplier for the Customer or as otherwise notified by the Supplier to the Customer.

"Delivery Location" has the meaning given in clause 4.1.

"Equipment" means the equipment specified at customer site together with any software and firmware updates relating to the operations and maintenance of the Equipment provided by the Supplier.

"Force Majeure Event" an event, circumstance or cause beyond a party's reasonable control.

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

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and

all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Losses" all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

"Order" the Customer's order for the supply of Goods and/or Services or Goods and Services, as set out in Schedule 1 of this Contract.

"Services" the services, including any Deliverables, supplied by the Supplier to the Customer as set out in the Order or as otherwise notified by the Supplier to the Customer.

"Supplier" Todd Research Limited registered in England and Wales with company number 00477701.

"Supplier Materials" has the meaning given in clause 8.1.8.

"Term" is the term of the Services provided relating to this Contract which shall be twelve (12) months or as otherwise agreed or notified to the Customer by the Supplier.

"Warranty Period" has the meaning given in clause 5.1.

Interpretation:

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to **writing** or **written** excludes fax and email.

2 BASIS OF CONTRACT

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

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

- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 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.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3 SUPPLY OF GOODS

- 3.1 The Goods are described in Order as set out in Schedule 1 of this Contract.
- 3.2 The Supplier reserves the right to amend the Order if required by any applicable law or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4 DELIVERY OF GOODS

- 4.1 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**).
- 4.2 Delivery of the Goods is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 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 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.
- 4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. 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 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.
- 4.5 If the Customer fails to take delivery of the Goods then except where such failure or delay 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, then the Supplier shall notify the Customer that the Supplier attempted to deliver the Goods at the Delivery Location and

the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

- 4.6 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 QUALITY OF GOODS

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

- 5.1.1 conform in all material respects with their description;
- 5.1.2 be free from material defects in design, material and workmanship; and
- 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 5.1.4 be fit for any purpose held out by the Supplier.

5.2 Subject to clause 5.3, if

- 5.2.1 during the Warranty Period, the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods and
- 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option and to the extent that it agrees that such Goods do not comply with the warranty set out in clause 5.1, repair or replace the defective Goods in line with the Services provided to the Customer as set out in the Order.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

- 5.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by or on behalf of the Customer;
- 5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
- 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 5.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6 TITLE AND RISK

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

6.1.1 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.2 Until title to the Goods has passed to the Customer, the Customer shall:

6.2.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

6.2.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.4.2 to clause 13.4.4; and

6.2.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:

6.2.5.1 the Goods; and

the Customer's ongoing financial position.

6.3 At any time before title to the Goods passes to the Customer, the Supplier may:

require the Customer to deliver up all Goods in its possession and control that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored, to recover them. The Customer shall procure entry to any such third party's premises if requested to do so by the Supplier.

7 SUPPLY OF SERVICES

- 7.1 The Supplier shall supply the Services to the Customer and the Supplier shall use all reasonable endeavours to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.2 The Supplier reserves the right to amend the Service if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8 CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
- 8.1.1 ensure that the terms of the Order are complete and accurate;
 - 8.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 8.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 8.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 8.1.5 prepare the Customer's premises for the supply of the Services;
 - 8.1.6 obtain and at all times maintain all necessary licences, permissions and consents that may be required for the Services before the date on which the Services are to start;
 - 8.1.7 comply with all applicable laws, including health and safety laws;
 - 8.1.8 keep all materials, equipment and tools, documents, data and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 8.1.9 comply with any additional obligations as set out in the Order.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

8.2.1 without limiting or affecting any other right or remedy available to it, the Supplier may suspend performance of the Services until the Customer remedies the Customer Default, and rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

8.2.2 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 8.2; and

8.2.3 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.

9 CHARGES AND PAYMENT

9.1 The price for the Goods:

9.1.1 is the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the date of the Order; and

9.1.2 excludes the costs of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

9.2 The charges for the Services shall be as set out in the Order or as otherwise provided, notified or invoiced by the Supplier to the Customer.

9.3 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.

9.4 The Supplier reserves the right to:

9.4.1 increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index;

9.4.2 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:

- 9.4.2.1 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);
- 9.4.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 9.4.2.3 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.

9.5 In respect of the Goods or Service, the Supplier shall invoice the Customer and the Customer shall promptly pay the Supplier the sums set out in that invoice.

9.6 The Customer shall pay each invoice submitted by the Supplier:

9.6.1 within 30 days of the date of the invoice; and

9.6.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

9.7 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 Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.

9.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10 INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be either owned by the Supplier or a third-party manufacturer.

10.2 Neither this Contract nor any licence or sub-licence granted hereunder shall be construed to convey or transfer ownership or proprietary interest in any of the Intellectual Property Rights to the Customer or any third party.

- 10.3 The Customer shall not translate, adapt, vary, modify, disassemble, decompile or reverse engineer neither the Goods or software provided in the course of the Supplier providing its Services or create derivative works of the same for any purpose.
- 10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

11 DATA PROTECTION

- 11.1 The following definitions apply in this clause 11:
- 11.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
 - 11.1.2 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).
 - 11.1.3 **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
 - 11.1.4 **UK GDPR:** has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 11.4 Without prejudice to the generality of clause 11.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.
- 11.5 Without prejudice to the generality of clause 11.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 11.5.1 process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
 - 11.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of

Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 11.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 11.5.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 11.5.4.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 11.5.4.2 the Data Subject has enforceable rights and effective legal remedies;
 - 11.5.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 11.5.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 11.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.5.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- 11.5.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- 11.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 11.

- 11.6 The Customer consents to the Supplier appointing a third-party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.6.

12 LIMITATION OF LIABILITY

- 12.1 The limits and exclusions in this clause 12 reflect the insurance cover the Supplier has been able to arrange. The Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 12.2 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.
- 12.3 Nothing in the Contract limits any liability for:
- 12.3.1 death or personal injury caused by negligence;
 - 12.3.2 fraud or fraudulent misrepresentation;
 - 12.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 12.3.4 defective products under the Consumer Protection Act 1987; or
 - 12.3.5 any liability that legally cannot be limited ; or
 - 12.3.6 the Customer's payment obligations under the Contract.
- 12.4 Subject to clause 12.3, the Supplier's total liability to the Customer shall not exceed £120,000.
- 12.5 Subject to clause 12.3, the following types of loss are wholly excluded:
- 12.5.1 loss of profits (including loss of anticipated savings);
 - 12.5.2 loss of sales or business;
 - 12.5.3 loss of agreements or contracts;
 - 12.5.4 loss of use or corruption of software, data or information;
 - 12.5.5 loss of or damage to goodwill; and
 - 12.5.6 indirect or consequential loss.
- 12.6 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.7 This clause 12 shall survive termination of the Contract.

13 TERMINATION

- 13.1 The Services provided under this Contract are for the Term. If the Customer terminates the Services before completion or expiry of the Term, for any reason other than a party's material breach, the Customer shall serve a written notice to the Supplier of not less than 60 days.
- 13.2 The Supplier upon having received written notice, shall at its sole discretion invoice the Customer and where a discounted rate has been applied, the difference between the full rate and the discounted rate applied up to the date of termination shall be invoiced and the Customer shall repay to the Supplier any such amounts outstanding on the Services provided, which shall become payable immediately.
- 13.3 This clause is without prejudice to any other rights or remedies the Supplier may have under this Contract.
- 13.4 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.4.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;
 - 13.4.2 the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 13.4.2;
 - 13.4.3 the other party suspends or ceases, or threatens to suspend or cease carrying on business;
or
 - 13.4.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.5 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 13.5.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
or
 - 13.5.2 there is a change of control of the Customer.
- 13.6 Without affecting any other right or remedy available to it, the Supplier may 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 the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.4.2 to

clause 13.4.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14 CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract, the Customer shall:

14.1.1 immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

14.1.2 return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.

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

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

15 CONFIDENTIALITY

15.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.

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

15.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

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

15.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16 FORCE MAJEURE

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event. If the period of

delay or non-performance continues for 30days, the party not affected may terminate the Contract by giving not less than 60 days' written notice to the affected party.

17 GENERAL

17.1 Assignment and other dealings

17.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

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

17.2 Notices.

17.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

17.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

17.2.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: xray@toddresearch.co.uk

17.2.2 Any notice shall be deemed to have been received:

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

17.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

17.2.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

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

17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

17.4 **Waiver.**

17.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.6 **Entire agreement.**

17.6.1 The Contract constitutes the entire agreement between the parties.

17.6.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

17.7 **Third party rights.**

17.7.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.