

1 Interpretation

1.1 In these Conditions (unless the context otherwise requires):
Buyer means the Celesio UK company which places the Order with the Seller (as specified on the Order)
Celesio UK means the group of operating companies known as Celesio UK all of which are subsidiaries of Admenta UK Ltd (Company Number: 03011757) whose registered office is at Sapphire Court, Walsgrave Triangle, Coventry, CV2 2TX (and subsidiary shall have the meaning given to it in section 1159 of the Companies Act 2006);
Contract means the contract between the Buyer and the Seller for the purchase of the goods and/or the performance of the Services consisting of the Order, these Conditions, any other documents (or parts thereof) specified in the Order and the Seller's acceptance of the Order. Should there be any inconsistency between the documents comprising the Contract, they shall have precedence in the order listed above.
Conditions means the terms and conditions contained herein
Confidential Information means all information or data (whether oral, visual, recorded in writing, in any other medium or by any other method) disclosed to or obtained by one party from the other or from a third party, including any information relating to a party's operations, processes, plans, intentions, price lists, pricing structures, know-how, design rights, trade secrets, software, market opportunities, customers and business affairs.

Goods means the Goods (or any instalment or part of them) to be supplied pursuant to the Contract
Intellectual Property Rights means, and includes without limitation, patents, copyrights, design rights, registered designs, trade marks, service marks and know-how or other intellectual property rights and the rights to apply for any of the foregoing in each case throughout the world.
Order means the order placed by the Buyer whether in writing, verbally, electronically or otherwise for the supply of the Goods and/or the performance of the Services
Seller means the person, firm or company to whom the Order is addressed
Services means the services (if any) described in the Order to be undertaken by the Seller
Specifications means the technical or other requirements (if any) for the Goods or the Services contained or referred to in the Order

1.2 The headings in these Conditions are intended for reference only and do not affect their construction.
1.3 A reference to **writing** or **written** includes faxes but not e-mails.
1.4 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect.

2 Formation of Contract

2.1 All Goods purchased by the Buyer are sold subject to these Conditions, which shall be the sole terms and conditions of any purchase by the Buyer from the Seller. These Conditions shall prevail over any terms and conditions contained or referred to in any acknowledgement of Order, form of contract, letter or other communication sent by the Seller to the Buyer and the acceptance of the Order from the Buyer or the supply of the Goods or Services shall indicate unqualified acceptance of these Conditions.
2.2 No variation, amendment, waiver or addition to either any Order or these Conditions on behalf of the Buyer shall be deemed to have been accepted unless expressly agreed in writing by an authorised representative of the Buyer.

3 Acceptance of the Order

3.1 The Order shall be deemed to be accepted on the earlier of:
(a) The Seller issuing a written acceptance of the Order; or
(b) The Seller doing any act consistent with fulfilling the Order at which point the Contract shall come into existence.
3.2 The Seller undertakes that following its acceptance of the Order or any amendment to the Order in accordance with Condition 3.1 it will effect the supply in the precise manner specified in the Order or any amendment to the Order.
3.3 Any omissions, inconsistencies or lack of clarity in the Order or any amendment to the Order must be identified by the Seller and notified promptly to the Buyer in writing.

4 Quality and description

4.1 Without prejudice to any other rights the Buyer may have the Seller warrants to the Buyer that:
(a) The Goods shall:
(i) conform as to quantity, quality and description with the particulars stated in the Contract;
(ii) be free from defects in design, materials and workmanship;
(iii) be equal in all respects to the Specifications (if any) and any samples or patterns provided by either party and accepted by the other;
(iv) be capable of any standard of performance specified in the Contract;
(v) comply with all statutory requirements and regulations relating to the manufacture and sale of the Goods at the time when the same are supplied;
(vi) if the purpose for which the Goods are required is indicated in the Contract either expressly or by implication, be fit for that purpose;
(b) The Services will comply with all statutory requirements and regulations relating to performance of the Services and the Services will be performed by appropriately qualified and trained personnel with all due care and diligence and to the highest standard of quality prevailing in the industry at the time of performance.
4.2 All warranties given in Condition 4.1 are conditions of the Contract.

5 Inspection testing and samples

5.1 If so required by the Buyer the Seller shall submit samples of the Goods for the Buyer's approval before the Goods are delivered or before the Services are performed (as the case may be). Such samples of Goods should be marked by the Seller clearly and appropriately for identification and will be retained by the Buyer until after the Goods have been delivered.
5.2 Prior to delivery of the Goods to the Buyer the Seller shall adequately inspect and test the Goods and if the Buyer so requires the Seller shall furnish the Buyer with test certificates. If the Order so states, the Seller shall give to the Buyer 7 days' written notice of any test of the Goods and/or shall provide notice to the Buyer when the Goods are ready for final inspection.
5.3 The Buyer shall be entitled to inspect and test the Goods during manufacture, processing and storage and the Seller shall at its own cost provide or shall procure the provision of all such facilities as may reasonably be required by the Buyer therefor.
5.4 If as a result of any inspection or test under Conditions 5.2 and 5.3 the Buyer's representative is of the reasonable opinion that the Goods or the Services do not comply with the Contract or are unlikely on completion of manufacture or processing so to comply he may inform the Seller accordingly and the Seller shall promptly take such reasonable steps as may be necessary to ensure such compliance.
5.5 The Seller will not make any alterations to the Goods without gaining prior consent from the Buyer. For the avoidance of doubt, this includes any changes to the specification of the final product, any changes to the raw materials and any change in the supplier of the Goods.

6 Delivery/performance

6.1 Where the Seller is required to perform the Services or part thereof at the Buyer's premises or such other premises as are detailed in the Order, the Seller undertakes to ensure that its employees, officers, agents and sub-contractors shall comply with all health and safety, security, environmental and any other standards or requirements detailed in any statute, order, code of practice or similar regulation or as required by the owner or occupant of the premises.
6.2 The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition and at all times under normal conditions of transport having regard to the nature of the Goods and the other circumstances of the case.
6.3 The Goods shall be delivered and the Services performed by the Seller at the time or within the period specified in the Contract.
6.4 No Goods supplied or work done under the Contract earlier than the agreed date of supply will be accepted or paid for unless the Buyer notifies the Seller in writing of its intention to accept the same.
6.5 The Goods shall be delivered to or the Services performed for the Buyer at the address set out at the head of the Order or to or at such other destination as may be specified in the Contract and in the manner specified in the Contract or as subsequently agreed in writing between the parties. Delivery shall take place during the Buyer's normal business hours. The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and perform of the Services.
6.6 Unless otherwise agreed between the parties in writing before delivery, the Buyer shall have no obligation to pay for or return packing cases, skids, drums or other articles used for packing the Goods whether or not reusable.
6.7 The time of delivery of the Goods and of performance of the Services shall be of the essence of the Contract.
6.8 All Goods should be accompanied by a detailed advice note stating the Order number and giving full particulars of the Goods supplied (except when such Goods are sent directly to premises of the Buyer's customer when the advice note sent with the Goods should not show the Seller's name). A copy of the advice note must be sent to the Buyer on the day upon which the Goods are delivered and an invoice stating the Order number must be promptly delivered to the Buyer.

6.9 If the Goods are to be delivered or the Services are to be performed by instalments the Contract shall be treated as a single Contract and not severable.

7 Storage/Destruction

7.1 If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall if his storage facilities permit store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and the Buyer shall be liable to the Seller for the reasonable cost (including insurance) of his so doing.
7.2 If for any reason the Goods are stored in accordance with Condition 7.1 the Seller shall not dispose or otherwise destroy the Goods without giving reasonable written notice in advance to the Buyer.

8 Buyer's material and equipment

8.1 All drawings, specifications (including the Specifications) and information (**Material**) supplied by the Buyer to the Seller in connection with the Contract are confidential. The Seller and its officials, employees and agents shall not at any time disclose the Material to any third party without the Buyer's prior written consent.
8.2 All jigs, tools, moulds, patterns and other equipment (**Equipment**) supplied to the Seller or ordered by the Buyer from the Seller for the execution of the Contract together with the Material shall be kept securely and maintained in good condition by the Seller and the Seller shall indemnify the Buyer against all loss thereof or damage thereto whilst the same are in the Seller's possession or control.
8.3 The Material and the Equipment shall only be used for the purpose of manufacturing and supplying the Goods to or performing the Services for the Buyer and shall remain the Buyer's property at all times.
8.4 The Seller shall at the Buyer's request (and notwithstanding the termination of the Contract) sign and execute and procure the signature and execution of all such documents and do all such acts as the Buyer may reasonably require:
(a) to vest the legal title in, apply for, obtain and maintain in force in the Buyer's sole name (unless it otherwise directs) the Intellectual Property Rights in the Goods;
(b) to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any of the Intellectual Property Rights in the Goods;
(c) to bring any proceedings for infringement of any of the Intellectual Property Rights in the Goods.
8.5 The Seller irrevocably undertakes that neither it nor any other person will assert against the Buyer or any third party any moral rights in or relating to the Intellectual Property Rights in the Goods and warrants that all such moral rights are irrevocably waived and extinguished. For the purpose of this Condition 8 moral rights shall have the meaning ascribed thereto by the Copyright, Designs and Patents 1988 Act (or any statutory amendment or re-enactment thereof) and all rights similar or corresponding thereto subsisting in any other country of the world from time to time.
8.6 All containers, pallets and other packing materials supplied by the Buyer to the Seller shall be maintained in good condition and shall remain the Buyer's property at all times.
8.7 At the Buyer's request, the Seller shall promptly return the Material and the Equipment and the said containers, pallets and packing materials to the Buyer.
8.8 Any right of lien or retention which may arise for the benefit of the Seller in relation to the Equipment, the Material or any other goods supplied to the Seller by the Buyer in connection with the performance of the Contract by the Seller is hereby excluded.
8.9 Without prejudice to the provisions of Condition 16, the Seller shall maintain such insurance as the Buyer may stipulate in respect of the Material and the Equipment and as shall be necessary to cover the said liability of the Seller.

9 Intellectual Property

9.1 The Seller undertakes and it is a condition of the Contract that it is entitled to manufacture and sell the Goods and that the supply of Goods pursuant to the Contract will not infringe any Intellectual Property Rights of a third party in any country.
9.2 Condition 9.1 shall not apply where the Seller has wholly followed instructions given by the Buyer for the design, manufacture and production of the Goods supplied under the Contract provided that the Seller shall not be entitled to relief pursuant to this Condition 9.2 where the Seller was aware that the instructions given by the Buyer for the design, manufacture and production of the Goods and/or the Services would or may infringe any Intellectual Property Rights.
9.3 If the Seller or its employees or agents or subcontractors design Goods pursuant to a commission from the Buyer (whether to fulfill the Order or otherwise), any Intellectual Property Rights created in relation to such Goods shall vest in the Buyer and the Seller shall do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this clause.
9.4 Subject to Condition, 9.3, the parties hereby agree that they shall each retain those Intellectual Property Rights which vest in those parties as at the date of this Contract, and that no Intellectual Property Rights shall transfer from one party to the other as a result of the parties entering into this Agreement or fulfilling their respective obligations hereunder

10 Confidentiality

10.1 Any technical specification or any other Confidential Information which is supplied by the Buyer to the Seller shall be kept confidential by the Seller at all times and shall not be disclosed to any third party or used except as expressly authorised in writing by the Buyer save to the extent that the same is or becomes public knowledge through no fault of the Seller or as required by law but not in respect of Confidential Information to which an exemption to disclose under law is applicable. Any such Confidential Information shall be returned to the Buyer immediately after use.

11 Risk and Ownership

11.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer in accordance with the Condition 6.5.
11.2 The property in the Goods shall pass to the Buyer at the latest on the date of notification by the Seller that the Goods are due and ready for delivery but without prejudice to:
(a) the passing of property at an earlier time under any statute or rule of law;
(b) any right of rejection which may accrue to the Buyer whether under these Conditions or otherwise.

12 Rejection

12.1 Without prejudice to any other of its rights the Buyer may by notice in writing to the Seller reject any or all of the Goods, whether such Goods are delivered by instalments or otherwise, if, in the Buyer's opinion, the Seller has failed to comply with the provisions of the Contract.
12.2 The Buyer shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery, or if later, within a reasonable time after any latent defect in the Goods has become apparent.
12.3 If the Buyer shall not be deemed to have accepted the Goods, the Buyer will not attempt to alter or repair the Goods in any way.
12.4 The Buyer shall when giving notice of rejection specify the reason therefor and the Seller shall remove such Goods at its risk and expense. In such case the Seller shall:
(a) at the Buyer's option:
(i) within the timescales specified by the Buyer, replace such rejected Goods with Goods which are in all respects in accordance with the Contract; or
(ii) credit the Buyer with the invoice price thereof, and
(b) reimburse the Buyer all freight and handling costs reasonably incurred by the Buyer and/or for which it may be liable in respect of such Goods; and
(c) reimburse the Buyer all costs and expenses incurred by the Buyer in the implementation of a stock recovery, recall or market withdrawal of the Goods or similar goods previously supplied by the Seller to the Buyer or any member of Celesio UK in any part of the world.
12.5 If the Seller shall fail to replace any rejected Goods within a reasonable time the Buyer shall the right to purchase replacement goods from any other source and any money paid by the Buyer to the Seller in respect of the rejected Goods together with any additional expenditure over and above the contract price reasonably incurred by the Buyer in obtaining replacement goods shall be paid by the Seller to the Buyer.
12.6 If the Goods do not comply with any of the provisions of the Contract then, in addition to its rights under conditions 12.1 to 12.5 the Buyer may:
(a) terminate the Contract
(b) refuse to accept any further deliveries of the Goods which the Seller attempts to make;
(c) claim such damages for any costs, losses or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to carry out its obligations under the Contract.

13 Price and Payment

13.1 It is a condition of the Contract that the price of the Goods shall be the price stated in the Order and shall be inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods to the Purchaser and any import taxes or duties or other duties, taxes, imports or levies incurred by the Seller. No extra charges shall be accepted by the Buyer.
13.2 Payment shall be made against monthly statements of account, following receipt of relevant invoices. Each monthly statement of account must contain particulars of the invoices submitted in the previous month and must be sent to the address stated on the Order.
13.3 Payment against each statement of account shall be sent to the Seller on the nearest working day to the date 60 days from the end of the month in which the Buyer received the relevant invoice and subject to compliance

- with this condition the Buyer shall be entitled to apply a settlement discount to the price of the Goods in an amount to be notified to the Seller by the Buyer.
- 13.4 The price shall be deemed to include all technical documentation relating to the Goods and/or Services and failure by the Seller to provide the Buyer with such technical documentation shall result in payment of the price being withheld by the Buyer. Such withholding shall not affect the Buyer's rights to any special discounts to be allowed on the price.
- 13.5 In the event that the price stated in the Order is reduced by the Seller in the period between the placing of the Order by the Buyer and delivery of the Goods by the Seller, the Seller will reimburse the difference to the Buyer.
- 13.6 Interest shall be chargeable on any undisputed amounts overdue at the rate of 2% per annum above the base rate of the Bank of England as applying from time to time to run from the due date for payment until receipt by the Seller of the full amount.
- 14 Assignment and sub-contracting**
The Seller shall not without the Buyer's prior written consent assign, novate, transfer or sub-contract the Contract or any of its rights or obligations thereunder to any other person, firm, company or third party.
- 15 Publicity and Advertising**
- 15.1 Neither the existence of a Contract nor the Buyer's name or identity shall be used by the Seller for advertisement or publicity purposes without the Buyer's prior written consent.
- 16 Insurance**
- 16.1 The Seller shall effect and keep in force at its own cost during the term of the Contract insurance policies with reputable insurers providing cover to include without limitation:
- Public liability insurance in respect of accidents or injury to persons or property arising out of the performance of its obligations under the Contract or of the employment of any person, the cover provided being not less than £5M (five million pounds) for each claim and £10M (ten million pounds) in aggregate for each twelve month period of the Contract.
 - Employers liability insurance with a minimum indemnity of any minimum limit imposed by Statute.
 - Product liability insurance of not less than £5M (five million pounds) for each claim and £10M (ten million pounds) in aggregate for each twelve months period of the Contract.
- 16.2 Under the insurance policies referred to in Condition 16.1 the Seller shall be indemnified as a principal and the policies shall contain effective waivers of the Seller's insurers to exercise a right of subrogation to bring proceedings against the Buyer.
- 16.3 The policies of insurance shall be shown to the Buyer whenever it requests, together with satisfactory evidence of payment of premiums.
- 17 Termination and Insolvency**
- 17.1 The Buyer shall be entitled to terminate the Contract without liability to the Seller forthwith upon written notice to the Seller:
- if the Seller becomes bankrupt insolvent compounds with its creditors or shall have distress or execution levied upon its property or is wound up or goes into liquidation (except for the purposes of a bona fide reconstruction) or shall have a receiver administrative receiver or administrator appointed of the whole or any part of its assets or shall suffer the appointment of any similar person under the laws of its domicile; or
 - the Seller ceases or threatens to cease to carry on business; or
 - the Seller is in material breach of its obligations under the Contract and fails to remedy the breach (when capable of remedy) within 30 days of a notice from the Buyer specifying the breach.
- 17.2 In the case of Condition 17.1(a), the Buyer shall be at liberty to allow any receiver, administrative receiver, administrator, liquidator or other duly appointed person to deal with the Seller's estate, the option of carrying out the Contract.
- 17.3 The Buyer may cancel or vary any Order or part thereof by giving notice to the Seller at any time prior to delivery. In the event that the Buyer exercises the rights of cancellation in accordance with this condition its sole liability to the Seller shall be to pay for the cost to the Seller of the work reasonably carried out by the Supplier on or in relation to the Goods at the date of cancellation and liability reasonably incurred by the Supplier to a third party at the date of termination in relation to the manufacture and supply of the Goods.
- 17.4 Other than as prescribed by Condition 17.3, the Buyer may at any time give written notice to the Seller of immediate cancellation of the Contract. In the event that the Buyer cancels the Contract pursuant to this clause 17.4 the Buyer shall pay and the Seller shall accept in settlement of all claims arising under the Contract such a sum ("the Sum") as shall reasonably compensate the Seller for all work done and obligations assumed by the Seller in performance of the Order prior to its cancellation and for all work reasonable done by it in effecting the cancellation. The value of any Goods and Services paid for by the Buyer, but not yet supplied shall be deducted from the Sum.
- 17.5 The exercise of any rights granted to the Buyer under Condition 17.1 shall not prejudice or affect any right of action or remedy which may have already accrued or may accrue thereafter to the Buyer.
- 18 Warranty**
- 18.1 Without prejudice to any other remedies of the Buyer, the Seller shall as soon as reasonably practicable upon a request by the Buyer so to do:
- replace or (at the Buyer's option) repair all Goods which are or become defective during the period of 12 months from the date of delivery where such defect occurs under proper usage and is due to faulty design, or inadequate or faulty materials or workmanship, the Seller's erroneous instructions as to use, erroneous data or any breach by the Seller of any provision of the Contract. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement;
 - re-perform any Services found to have been performed defectively within 12 months of the date of their performance.
- 19 Indemnity**
- 19.1 The Seller shall indemnify the Buyer against all actions, suits, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by the Buyer and/or for it may be liable to any third party due to, arising from or in connection with:
- the negligent or willful acts or omissions of the Seller, his servants, agents or contractors in supplying, delivering and installing the Goods or performing the Services;
 - the breach of any provision of the Contract by the Seller;
 - any defect in the workmanship, materials or design of the Goods or their packaging;
 - an infringement or allegations of infringement by the Buyer of the Intellectual Property Rights of any third party as a result of the purchase, sale, supply, marketing or any other use by the Buyer (or any third party to whom the Buyer supplies Goods) of the Goods;
 - any liability under the Consumer Protection Act 1987 and any other applicable legislation, in respect of the Goods; and
 - any claim against the Buyer arising out of an incorrect description of the Goods by the Seller.
- 19.2 In the event of any infringement of third party intellectual property rights as indemnified under Condition 19(d) above the Seller shall modify or replace the Goods or part thereof so as to avoid the infringement.
- 20 Anti-Bribery and Code of Conduct**
- 20.1 The Seller shall:
- comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - have and shall maintain in place throughout the duration of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and will enforce them where appropriate;
 - promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the performance of this Contract;
 - immediately notify the Buyer (in writing) if a foreign public official becomes an officer or employee of the Seller or acquires a direct or indirect interest in the Seller (and the Seller warrants that it has no foreign public officials as officers or employees or direct or indirect owners at the date of the Order);
 - at the request of the Buyer to certify to the Buyer in writing signed by an officer of the Seller, compliance with this clause 24 by the Seller and all persons associated with it and all other persons for whom the Seller is responsible under clause 24.1(d). The Seller shall provide such supporting evidence of compliance as the Buyer may reasonably request.
- 20.2 Without prejudice to condition 20.1 the Seller shall ensure that any person associated with the Seller who is providing goods or performing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this condition 20 (**Relevant Terms**). The Seller shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms, and shall in all circumstances be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms howsoever arising.
- 20.3 Breach of this condition 20 shall be deemed a material breach, which is irredeemable, under condition 17.1(c).
- 20.4 For the purpose of this condition 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this condition 20 a person associated with the Seller includes but is not limited to any subcontractor of the Seller.
- 20.5 The Buyer may cancel the whole or part of any Contract without liability to the Seller at any time by written notice to the Seller in the event that the Seller breaches or otherwise fails to comply in any way with the Relevant Requirements.
- 20.6 The Supplier shall grant (or shall procure the granting) to the Buyer and its authorised representatives, agents or customers access to its premises (or the premises of any subcontractor) for the purpose of assessing the Seller's compliance (or the subcontractors compliance) with the Vendor Code or for compliance with any applicable laws.
- 21 Waiver**
- 21.1 The waiver by the Buyer of any right, or the failure by the Buyer to exercise any right or to insist on the strict performance of any provision of the Contract, shall not operate as a waiver of, or preclude any further exercise or enforcement of (as the case may be) or other exercise or enforcement by the Buyer of that or any other right or provision.
- 22 Force Majeure**
- 22.1 The Buyer shall not be liable to the Seller or deemed to be in breach of Contract by reason of any delay in performance or any failure to perform any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond its reasonable control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power or breakdown of plant or machinery. If the cause of such suspension shall continue for more than four weeks either party shall have the right to terminate the Contract upon giving not less than 7 days' prior written notice to the other and the only liability of the Buyer shall be to pay the Seller for Goods received by the Buyer and Services performed prior to the date of such suspension.
- 23 Contracts (Rights of Third Parties) Act 1999**
- 23.1 Except in relation to Celesio UK which shall have full rights of enforcement, no person who is not a party to the Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 24 Entire Agreement**
- This Contract, any Orders and any documents referred to in it constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Contract. Each party acknowledges that, in entering into this Contract and the documents referred to in it, it does not rely on any statement, representation (whether innocent or negligent), assurance or warranty (Representation) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.
- 25 No partnership or agency**
- Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 26 Notices**
- 26.1 Any notice to be served on either party by the other under this Contract will be in writing and delivered by hand or by pre-paid ordinary first class post.
- 26.2 Notices delivered by hand during normal business hours will be served on the day they are delivered. Notices sent by first class post will be deemed served on the second business day after the date they are posted.
- 27 Law of the Contract**
- 27.1 The Contract shall in all respects be governed by and construed in accordance with English law and shall be deemed to have been made in England and the parties agree to submit to the non-exclusive jurisdiction of the courts of England. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract.

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