



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. Interpretation

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

1.2 Definitions:

Blueleaf: Blueleaf Limited incorporated and registered in England and Wales with company number 07872692 whose registered office is at Charwood House, Oakhurst Business Park, Southwater, East Sussex, RH13 9RT.

Blueleaf Materials: has the meaning given in clause 8.1(g)

Bribery Laws: means the Bribery Act 2010 and all other applicable UK legislation in relation to bribery or corruption;

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

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 23.8.

Contract: the contract between Blueleaf and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Customer: the person or firm who purchases the Goods and/or Services from Blueleaf.

Data Protection Laws: the GDPR; the Data Protection Act 2018; any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend such laws, and the following terms shall have the corresponding meaning given in applicable Data Protection Laws: **Controller, Data Subject, Personal Data** and **Processor**;

Deliverables: the Goods and/or Services set out in the Order produced by Blueleaf for the Customer.

Delivery Location: means the location set out in the Order or such other location as Blueleaf and Customer may agree in writing.

Extended Term: where the Contract is subject to a Minimum Term and will auto renew for a single fixed extended period or multiple fixed extended periods beyond that Minimum Term, means any such extended term.

GDPR: the General Data Protection Regulation, Regulation (EU) 2016/679;

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

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

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.

Minimum Term: any minimum contract term set out in the Order.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, key commercial terms document, or the Customer's written acceptance of Blueleaf's quotation, or overleaf, as the case may be.

Protected Data: means Personal Data received from or on behalf of the Customer in connection with the performance of Blueleaf's obligations under the Contract;

Services: the services supplied by Blueleaf to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by Blueleaf to the Customer.

Sub-Processor: means any agent, subcontractor or other third party engaged by Blueleaf to carry out any processing activities on behalf of the Customer in respect of the Protected Data;

Term: means the term of the Contract, as set out in the Order.

Unforeseen Event: has the meaning given to it in Clause 20.

1.3 **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 successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted, and includes all subordinate legislation made under that statute or statutory provision.

(d) A reference to **writing** or **written** includes email.

2. **Basis of contract**

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

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

2.3 Where there is any conflict between these Conditions and the terms set out in an Order, the terms of the Order shall prevail, provided the Order has been signed by both Blueleaf and the Customer.

2.4 Any samples, images, drawings, descriptive matter or advertising issued by Blueleaf and any descriptions of the Goods or illustrations or descriptions of the Services contained in Blueleaf's catalogues or brochures or otherwise are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.



2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by Blueleaf shall not constitute an offer, and is only valid for a period of 30 days from its date of issue unless withdrawn earlier.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods

3.1 The Goods are described in the Goods Specification or Blueleaf's catalogue (as may be modified by any applicable Goods Specification) as the case may be.

3.2 Blueleaf reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement or good industry practice, and Blueleaf shall notify the Customer in any such event.

4. Delivery of Goods

4.1 Blueleaf shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the contract number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) it states clearly on the delivery note any requirement for the Customer to return any packaging material to Blueleaf. The Customer shall make any such packaging materials available for collection at such times as Blueleaf shall reasonably request. Returns of packaging materials shall be at Blueleaf's expense.

4.2 Blueleaf shall deliver the Goods to the Delivery Location at any time after Blueleaf notifies the Customer that the Goods are ready.

4.3 Unless otherwise agreed in writing, delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Blueleaf shall not be liable for any delay in delivery of the Goods that is caused by an Unforeseen Event or by the Customer, including (without limitation) the Customer's failure to provide Blueleaf with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If Blueleaf 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. Blueleaf shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an Unforeseen Event or by the Customer, including (without limitation) the Customer's failure to provide Blueleaf with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.



- 4.6 If the Customer fails to accept delivery of the Goods within two Business Days of Blueleaf notifying the Customer that the Goods are ready, then except where such failure or delay is caused by an Unforeseen Event or by Blueleaf's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00am on the second Business Day following the day on which Blueleaf notified the Customer that the Goods were ready; and
 - (b) Blueleaf shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after Blueleaf notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Blueleaf may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8 If Blueleaf delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, Blueleaf shall make a pro rata adjustment to the invoice for the Goods.
- 4.9 Blueleaf 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 Blueleaf warrants that on delivery the Goods shall:
- (a) conform in all material respects with the Goods Specification;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose expressly agreed by Blueleaf and the Customer in writing (including by email).
- 5.2 Blueleaf shall, at its option, repair or replace any defective Goods, or refund the price of such defective Goods in full if:
- (a) the Customer gives notice in writing within 14 days of delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) Blueleaf is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by Blueleaf) returns such Goods to Blueleaf's place of business at the Customer's cost.
- 5.3 Blueleaf shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;



- (b) the defect arises because the Customer failed to follow Blueleaf's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or good trade practice;
- (c) the defect arises as a result of Blueleaf following any drawing, design or Goods Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of Blueleaf;
- (e) the Goods are not kept or operated in a suitable environment or are used outside the purposes for which they are designed;
- (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (g) the defect arises as a result of any act or omission of any person other than Blueleaf or its officers or employees; or
- (h) the Goods differ from their description or the Goods Specification (as applicable) as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, Blueleaf 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 of these Conditions shall apply to any repaired or replacement Goods supplied by Blueleaf.

5.6 Where Customer has ordered Goods erroneously, Blueleaf may accept such Goods returned to it no later than 10 business days after the date of delivery for credit or exchange, subject to a handling & restocking charge equal to 15% of the price of the returned Goods.

5.7 Non-stock Goods purchased by Blueleaf at the Customer's request are non-returnable and non-refundable.

6. Title and risk

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

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) Blueleaf receives payment in full (in cash or cleared funds) for the Goods and any other goods that Blueleaf 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; and
- (b) the Customer resells the Goods, if permitted to do so in writing by Blueleaf, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

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

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Blueleaf's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Blueleaf's behalf from the date of delivery;



- (d) notify Blueleaf immediately if it becomes subject to any of the events listed in clause 17.2(b) to clause 17.2(d); and
- (e) give Blueleaf such information relating to the Goods as Blueleaf may require from time to time.

6.4 Subject to clause 6.5, the Customer may use the Goods in the ordinary course of its business or, if written (including email) permission is given by Blueleaf (but not otherwise), resell the Goods before Blueleaf receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as Blueleaf's agent;
- (b) title to the Goods shall pass from Blueleaf to the Customer immediately before the time at which resale by the Customer occurs; and
- (c) it is without prejudice to any rights or remedies Blueleaf may have in respect of the Customer's breach of the Contract (including, without limitation, breach of this clause 6.4).

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 17.2(b) to clause 17.2(d), then, without limiting any other right or remedy Blueleaf may have:

- (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- (b) Blueleaf may at any time:
 - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

7.1 Blueleaf shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 Blueleaf shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order or as otherwise agreed by the parties in writing but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 Blueleaf reserves the right to amend the Service Specification 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 Blueleaf shall notify the Customer in any such event.

7.4 Blueleaf warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer's obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;



- (b) prepare the Customer's premises for the supply of Goods and/or Services and facilitate delivery of the Goods and/or Services by providing, at its own expense, all requisite materials, facilities, utilities, access and suitable working conditions to enable the supply of the Goods and/or Services to be carried out safely and expeditiously;
- (c) comply with all applicable laws, including without limitation health and safety laws, and provide a working environment that complies with all relevant safety legislation, regulations and guidance and inform Blueleaf in writing before the commencement of any Services of any safety requirements and potential risks in and around the location of supply;
- (d) provide Blueleaf with such information and materials as Blueleaf may reasonably require in order to supply the Goods and/or Services, and ensure that such information is complete and accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) keep all materials, equipment, documents and other property of Blueleaf (**Blueleaf Materials**) at the Customer's premises in safe custody at its own risk, maintain Blueleaf Materials in good condition until returned to Blueleaf, and not dispose of or use Blueleaf Materials other than in accordance with Blueleaf's written instructions or authorisation; and
- (g) comply with any additional obligations as set out in the Service Specification and/or the Goods Specification.

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

- (a) without limiting or affecting any other right or remedy available to it, Blueleaf shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Blueleaf's performance of any of its obligations;
- (b) Blueleaf shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Blueleaf's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse Blueleaf on written demand for any and all costs or losses sustained or incurred by Blueleaf arising directly or indirectly from the Customer Default.

9. Exclusivity

9.1 If specified in the Order, the Customer shall only purchase the Goods and/or Services (or the Goods and/or Services listed in the Order as being subject to this exclusivity) from Blueleaf.

9.2 If Blueleaf anticipates that it will be unable to fulfil all or part of a Customer's Order for any Goods and/or Services that are subject to exclusivity:

- (a) Blueleaf shall inform the Customer in writing (including by email) as soon as reasonably practicable detailing which Goods and/or Services it is unable to fulfil for the relevant Order; and



- (b) the Customer may at its option agree alternative delivery dates for the relevant Goods and/or Services, or obtain from any other person substitute Goods and/or Services which Blueleaf anticipates it will be unable to supply for the relevant Order only.

10. Deposit

- 10.1 Blueleaf may, at any time and in respect of any Order, require the Customer to pay a non-refundable deposit as security for payment of future invoices or any other amounts that may become payable by the Customer to Blueleaf under or in connection with this Contract. If the Customer fails to pay such a deposit Blueleaf has a right to suspend provision of the Services and/or all further deliveries of Goods.
- 10.2 If a deposit is payable by the Customer to Blueleaf, Blueleaf shall be entitled to apply the deposit against any amount payable by the Customer under or in connection with the Contract. The Customer shall reinstate the full deposit amount by paying to Blueleaf any sums deducted from the deposit within 7 days of a demand for the same. The payment, receipt and application of any deposit is without prejudice to any rights, remedies or claims Blueleaf may have against the Customer under or in connection with the Contract. The balance of the deposit shall be offset against the final payment due by the Customer to Blueleaf in respect of the corresponding Order.

11. Charges and payment

- 11.1 The price for Goods:
 - (a) shall be the price set out in the Order, or if no price is quoted the price set out in Blueleaf's published price list as at the date of the Order; and
 - (b) shall be exclusive of all costs and charges of packaging, insurance and transport of the Goods, unless stated otherwise in the Order or otherwise agreed in writing by the parties.
- 11.2 The price for the Services:
 - (a) shall be the price set out in the Order, or if no price is quoted the price set out in Blueleaf's published list as at the date of the Order or where there is none applicable to the Services in question, the price calculated on a time and material basis at Blueleaf's then current rates; and
 - (b) in addition, Blueleaf shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Blueleaf 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 Blueleaf for the performance of the Services, and for the cost of any materials.
- 11.3 Blueleaf reserves the right to increase the price of the Goods and/or Services, by giving notice to the Customer at any time before delivery of the Goods and/or Services (as applicable), to reflect any increase in the cost of the supply of the Goods and/or Services that is due to:
 - (a) any factor beyond the control of Blueleaf (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);



- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods and/or Services ordered, or the Goods Specification and/or Service Specification; or
- (c) any delay caused by any instructions of the Customer in respect of the Goods and/or Services or failure of the Customer to give Blueleaf adequate or accurate information or instructions in respect of the Goods and/or Services.

11.4 The Customer shall pay each invoice submitted by Blueleaf:

- (a) unless agreed otherwise in writing, by direct debit on the 15th of the month following the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by Blueleaf (including by email), and

time for payment shall be of the essence of the Contract.

11.5 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 Blueleaf to the Customer, the Customer shall, on receipt of a valid VAT invoice from Blueleaf, pay to Blueleaf such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

11.6 If the Customer fails to make a payment due to Blueleaf under the Contract by the due date, then, without limiting Blueleaf's remedies under clause 17 (Termination), 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 11.6 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%.

11.7 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).

12. Credit limit

12.1 The level of the Customer's credit limit in respect of all outstanding invoices and all Goods and/or Services ordered but not yet invoiced (**Credit Limit**) shall be confirmed to the Customer in writing by Blueleaf from time to time.

12.2 Blueleaf may, in their absolute discretion, amend the Credit Limit at any time by providing written notice to the Customer.

12.3 Blueleaf shall not be obliged to accept Orders from the Customer in excess of the Credit Limit.

13. Price review

13.1 If:

- (a) during the Minimum Term, Blueleaf so requests; or
- (b) following the Minimum Term or (if no Minimum Term is specified in the Order), if either party so requests,

the parties shall meet within 30 days of such request to review and in good faith agree changes to the prices of the Goods and/or Services (**Price Review**).



- 13.2 The request for the Price Review should clearly set out the basis on which the request for a change in price is made (which must be one of the factors listed in clause 13.3). Any agreed changes shall take effect from the date of the request for the Price Review (or such later date as the parties may agree).
- 13.3 In agreeing any changes to the prices of the Goods and/or Services under clause 13.1, the parties shall have regard to the following factors:
- (a) fluctuations of plus or minus 5% or more in the Forex rate of the Contract currency between the Commencement Date and the date of the Price Review;
 - (b) changes to Blueleaf's costs of manufacturing (if applicable), supplying and delivering the Goods and/or Services including, without limitation, as a result of any change in the Forex rate applicable to any currency;
 - (c) any cost increases incurred by Blueleaf since the last Price Review (to the extent that they have not already been taken into account in the price of the Goods and/or Services); and
 - (d) any other factors which Blueleaf may reasonably specify.
- 13.4 If within 30 days of beginning a Price Review the parties cannot agree the revised prices for the Goods and/or Services, the matter shall be referred to the managing director (or equivalent) of each party. If they are unable to agree the revised prices for the Goods and/or Services within 30 days of such referral, Blueleaf may, or at the Customer's written request Blueleaf shall, cease supplying to the Customer the Goods and/or Services to which no price has been agreed.
- 13.5 Pending the conclusion of the Price Review, the prices of the Goods and/or Services then in force shall continue to apply. Once the new prices of the Goods and/or Services are agreed, the adjusted price of the Goods and/or Services shall be deemed to apply with the effect from the date that the Price Review was requested. Where the adjusted price exceeds the previous price, the Customer shall, within one month of determining the adjusted price, pay Blueleaf any outstanding sums due in respect of its purchase of Goods and/or Services since the Price Review request, together with any applicable VAT. Where the adjusted price is less than the previous price, Blueleaf shall credit the Customer with the difference due in respect of its purchases of Goods and/or Services since the date on which the Price Review was requested and such credit shall be applied against any future supplies made from Blueleaf to the Customer under the Contract.

14. Intellectual property rights

- 14.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Blueleaf.
- 14.2 The Customer shall (at its own expense) promptly execute all such documents and perform all such acts as may reasonably be required for the purpose of giving full effect to this clause 14.
- 14.3 Blueleaf grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Goods, Services and the Deliverables in its business.
- 14.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 14.3.



14.5 The Customer grants Blueleaf a fully paid-up, non-exclusive, royalty-free licence to copy and modify any materials provided by the Customer to Blueleaf for the term of the Contract for the purpose of providing the Goods, Services and Deliverables to the Customer.

15. Confidentiality

15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, 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:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

16. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

16.1 Nothing in these Conditions shall limit or exclude Blueleaf's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

16.2 Subject to clause 16.1, Blueleaf shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, for any:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; or
- (g) indirect or consequential loss,

that arises under or in connection with the Contract.



- 16.3 Subject to clause 16.1 Blueleaf's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the aggregate price of the Deliverables supplied by Blueleaf and paid for by the Customer under the Contract.
- 16.4 Blueleaf shall not be liable for any advice it gives to the Customer unless such advice is approved and signed in writing by a director of Blueleaf. Any advice approved by a director of Blueleaf shall always be subject to the limitations of liability in this clause 16.
- 16.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979, the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 and any warranties or similar terms implied by law are, to the fullest extent permitted by law, excluded from the Contract.
- 16.6 This clause 16 shall survive termination of the Contract.

17. Termination

- 17.1 Without affecting any other right or remedy available to it, and unless otherwise agreed in writing between Blueleaf and the Customer, either party may terminate the Contract by giving the other party not less than 30 days' written notice to terminate, provided always that where the Contract is subject to a Minimum Term or an Extended Term, such notice to terminate shall not expire until on or after the end of the Minimum Term or Extended Term in which notice is given. This clause 17.1 is without prejudice to the provisions of clauses 17.2 to 17.4 (inclusive).
- 17.2 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:
- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 17.3 Without affecting any other right or remedy available to it, Blueleaf may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
 - (b) there is a change of Control of the Customer; or
 - (c) the Customer commits any breach of clause 8.



17.4 Without affecting any other right or remedy available to it, Blueleaf may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Blueleaf 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 17.2(b) to clause 17.2(d), or Blueleaf reasonably believes that the Customer is about to become subject to any of them.

18. Consequences of termination

18.1 On termination of the Contract:

- (a) the Customer shall immediately pay to Blueleaf all of Blueleaf's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Blueleaf shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- (b) the Customer shall return all of the Blueleaf Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Blueleaf 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 will not use them for any purpose not connected with this Contract.

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

18.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

19. Anti-slavery

19.1 The Customer undertakes, warrants and represents that:

- (a) neither the Customer nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**), been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015, or is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015 and Blueleaf's Modern Slavery Policy; and
- (c) it shall notify Blueleaf immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under this clause 19.1.

20. Anti-Bribery

20.1 For the purposes of this clause 20, the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010. Each party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to



prevent bribery, and shall ensure that its personnel, associates and sub-contractors involved in performing the Contract so comply.

20.2 Without limitation to clause 20.1, neither party shall make or receive any bribe or other improper payment, or allow any such to be made or received on its behalf, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

20.3 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 20.

21. Unforeseen Events

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

22. Processing of Personal Data

22.1 The parties agree that the Customer is a Controller and that Blueleaf is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Blueleaf in respect of Protected Data shall at all times be in accordance with Data Protection Laws.

22.2 Blueleaf shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

22.3 Blueleaf shall only process the Protected Data in accordance with the Contract, except to the extent that alternative processing instructions are agreed between the parties or otherwise required by applicable law.

22.4 Blueleaf shall implement and maintain suitable technical and organisational measures in accordance with the Data Protection Laws, taking into account the state of technical development and of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract.

22.5 Blueleaf shall not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment) without the specific written authorisation of the Customer, and appoint each such Sub-Processor under a written contract, including suitable data protection provisions.

22.6 Blueleaf shall (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant Data Protection Laws, taking into account the nature of the processing and the information available to Blueleaf, and assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising Data Subjects' rights under applicable Data Protection Laws in respect of any Protected Data.

22.7 Blueleaf shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom without the prior written consent of the Customer.



- 22.8 Blueleaf shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Blueleaf's compliance with the obligations placed on it under this clause 22 and allow for audits by the Customer for this purpose (subject to a maximum of one audit request in any 12 month period).
- 22.9 Blueleaf shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data breach in respect of any Protected Data.
- 22.10 On the end of the period of processing of Protected Data, at the Customer's cost, Blueleaf shall either return the Protected Data to the Customer or securely dispose of the it except to the extent that any applicable law requires Blueleaf to store such Protected Data. This clause 22 shall survive termination or expiry of the Contract.

23. General

23.1 Assignment and other dealings

- (a) Blueleaf 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.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

23.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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, only where expressly permitted, sent by email to its main email address.
- (b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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 at the time recorded by the delivery service; if sent by email, at 9.00 am on the next Business Day after transmission; or, if sent by email (but only where email is expressly permitted), at 9.00 am on the next Business Day after transmission.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- 23.3 **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 valid, legal 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 rest of the Contract.



- 23.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 23.5 **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.
- 23.6 **Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
 - (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 23.7 **Third parties rights.** 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.
- 23.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 23.9 **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.
- 23.10 **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.