



TERMS OF PURCHASE FOR GOODS AND SERVICES ("THE CONDITIONS")

(Effective September 2017)

Definitions and interpretation

In these Conditions the following definitions apply:

Affiliate means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

Bribery Laws means the Bribery Act 2010;

Business Day means a day other than a Saturday, Sunday or bank or public holiday;

Conditions means the Supplier's terms and conditions of sale set out in this document;

Confidential Information means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;

Contract means the agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order;

Control has the meaning given to it in section 1124 of the Corporation Tax Act 2010;

Customer means the person who purchases the Deliverables from the Supplier and whose details are set out in the Order;

Deliverables means the Goods or Services or both as the case may be;

Force Majeure means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract;

Goods means the goods and related accessories, spare parts and documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to the Customer;

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

Location means the address for delivery of the Goods and performance of the Services as set out in the Order;

Order means the Customer's order for the Deliverables (whether in writing by email, letter or a verbal order);

Price has the meaning given in clause 3.1;

Services means the services set out in the Order or understood by the parties to be included in the Services and to be supplied by the Supplier to the Customer;

Specification means the description or specification of the Deliverables set out or referred to in the Order;

Supplier means Field and Forest Machinery Limited (SC497956) with registered office at 11/2 Oxford Terrace, Edinburgh, Scotland, EH4 1PX;

Supplier Personnel all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their subcontractors who are engaged in the performance of the Services from time to time.

VAT means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

In these Conditions, unless the context otherwise requires:

- a) a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- b) any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- c) a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;

- (d) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- (e) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) a reference to a gender includes each other gender;
- (g) words in the singular include the plural and vice versa;
- (h) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- (i) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- (j) a reference to legislation is a reference to that legislation as in force at the date of the Contract; and
- (k) a reference to any Scottish action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than Scotland, be deemed to include a reference to that which most nearly approximates to the Scottish equivalent in that jurisdiction.

2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Customer.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Deliverables subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer promptly.
- 2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier until withdrawn by the Customer giving notice to the Supplier in writing.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of:
 - (a) the Supplier's written acceptance of the Order; or
 - (b) the Supplier delivering or performing the Deliverables or notifying the Customer that they are ready to be delivered or performed (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.
- 3 Price**
- 3.1 The price for the Deliverables shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's price list (**Price**).
- 3.2 The Prices are exclusive of:
 - (a) packaging, delivery, insurance, or describe relevant elements of the services which are not included in the standard price which shall be charged in addition at the Supplier's standard rates, and
 - (b) VAT.
- 3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.4 The Supplier may increase the Prices at any time by giving the Customer not less than 5 Business Days' notice in writing provided



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- that the increase does not exceed 5% of the Prices in effect immediately prior to the increase.
- 3.5 Notwithstanding clause 3.4, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Deliverables which exceeds 3% and which is due to any factor beyond the control of the Supplier.
- 4 Payment**
- 4.1 The Supplier shall invoice the Customer for the Deliverables at any time.
- 4.2 The Customer shall pay all invoices:
- (a) in full without deduction or set-off, in cleared funds within 7 of the date of each invoice; and
 - (b) to the bank account nominated by the Supplier.
- 4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
- (a) the Supplier may, without limiting its other rights, charge interest on such sums at 5.5% a year above the base rate of Bank of Scotland from time to time in force, and
 - (b) interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 5 Credit limit**
- The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.
- 6 Delivery and performance**
- 6.1 The Goods shall be delivered by the Supplier to the Location on the date specified in the Order. The Goods shall be deemed delivered by the Supplier only on arrival of the Goods at the Location. The Services shall be performed by the Supplier at the Location on the dates specified in the Order. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location.
- 6.2 The Supplier may deliver or perform the Deliverables in instalments. Any delay in performance or defect in an instalment shall not entitle the customer to cancel any other instalment.
- 6.3 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating:
- (a) the date of the Order;
 - (b) the relevant Customer and Supplier details;
 - (c) if Goods, the product numbers and type and quantity of Goods in the consignment;
 - (d) if Services, the category, type and quantity of Services performed;
 - (e) any special instructions, handling and other requests; and
 - (f) in the case of Goods, whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.
- 6.4 Time is not of the essence in relation to the performance or delivery of the Deliverables. The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.
- 6.5 The Supplier shall not be liable for any delay in or failure of performance caused by:
- (a) the Customer's failure to: (i) make the Location available, (ii) prepare the Location or (iii) provide the Supplier with adequate instructions for performance or delivery;
 - (b) Force Majeure.
- 7 Risk**
- Risk in the Goods shall pass to the Customer on Delivery.
- 8 Title**
- 8.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.
- 8.2 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on trust for the Supplier;
 - (b) store the Goods separately from all other material in the Customer's possession;
 - (c) take all reasonable care of the Goods and keep them in the condition in which they were delivered;
- (d) insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;
 - (e) ensure that the Goods are clearly identifiable as belonging to the Supplier;
 - (f) not remove or alter any mark on or packaging of the Goods;
 - (g) inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses (a) to (d) or (a) to (k); and on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.
- 8.3 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to insolvency proceedings of any sort, the Supplier may:
- (a) require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and
 - (b) if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- 9 Anti-bribery**
- 9.1 For the purposes of this clause 9 the expressions **adequate procedures** and **associated with** shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 9.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
- (a) all of that party's personnel;
 - (b) all others associated with that party; and
 - (c) all of that party's subcontractors;
- involved in performing the Contract so comply.
- 9.3 Without limitation to clause 9.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, 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.
- 9.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 9.
- 10 Indemnity and insurance**
- 10.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
- 10.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.
- 11 Limitation of liability**
- 11.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in delict, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.
- 11.2 Subject to clauses 11.5 and 11.6, the Supplier's total liability shall not exceed the Price.
- 11.3 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for consequential, indirect or special losses.
- 11.4 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for any of the following (whether direct or indirect):
- (a) loss of profit;
 - (b) loss or corruption of data;
 - (c) loss of use;
 - (d) loss of production;
 - (e) loss of contract;
 - (f) loss of opportunity;
 - (g) loss of savings, discount or rebate (whether actual or anticipated);



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- (h) harm to reputation or loss of goodwill.
- 11.5 The limitations of liability set out in clauses 11.2 to 11.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 11.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other losses which cannot be excluded or limited by applicable law.
- 12 Confidentiality and announcements**
- 12.1 The Customer shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- (a) any information which was in the public domain at the date of the Contract;
 - (b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 12.2 This clause shall remain in force three years after termination of the Contract.
- 13 Processing of personal data**
- Definitions**
- 13.1 In this clause 13:
- (a) Controller, Data Subject, Personal Data, Processor and processing shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly) and international organisation and Personal Data Breach shall have the respective meanings given to them in the GDPR;
 - (b) Data Protection Laws means, as binding on either party or the Services:
 - (i) the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the GDPR;
 - (ii) any laws which implement any such laws; and
 - (iii) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; - (c) **GDPR** means the General Data Protection Regulation (EU) 2016/679;
 - (d) Protected Data means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract; and
 - (e) Sub-Processor means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.
- Compliance with Data Protection Laws**
- 13.2 The parties agree that the Customer is a Controller and that the Supplier 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 the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
- 13.3 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- Instructions**
- 13.4 The Supplier shall:
- (a) only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
 - (b) if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it

shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

Security

- 13.5 The Supplier shall:
- (a) 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 that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;
 - (b) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 13 that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;
 - (c) remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
 - (d) ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

Assistance

- 13.6 The Supplier shall (at the Customer's cost):
- (a) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and
 - (b) taking into account the nature of the processing, 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 the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

International transfers

- 13.7 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any international organisation without the prior written consent of the Customer.

Audits and processing

- 13.8 The Supplier 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 the Supplier's compliance with the obligations placed on it under this clause 13 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 13.8).

Deletion/return

- 13.9 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 13 shall survive termination or expiry of the Contract.

Force Majeure

- 14.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- (a) promptly notifies the other of the Force Majeure event and its expected duration; and
 - (b) uses best endeavours to minimise the effects of that event.
- 14.2 If, due to Force Majeure, a party:
- (a) is or shall be unable to perform a material obligation; or



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	(b)	is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days.	16.4	This clause does not apply to notices given in legal proceedings or arbitration.
15	Termination		17	Cumulative remedies
15.1		The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:		The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.
	(a)	the Customer commits a material breach of the Contract and such breach is not remediable;	18	Time
	(b)	the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;		Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.
	(c)	the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or	19	Further assurance
	(d)	any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.	20	Entire agreement
15.2		The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:	20.1	The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
	(a)	stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;	20.2	Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
	(b)	is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;	20.3	Nothing in these Conditions purports to limit or exclude any liability for fraud.
	(c)	becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;	21	Variation
	(d)	has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;		No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.
	(e)	has a resolution passed for its winding up;	22	Assignment
	(f)	has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;	22.1	The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.
	(g)	is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;	22.2	Notwithstanding clause 22.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.
	(h)	has a freezing order made against it;		
	(i)	is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;	23	Set off
	(j)	is subject to any events or circumstances analogous to those in clauses (a) to (i) in any jurisdiction;	23.1	The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract.
	(k)	takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses (a) to (j) including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.	23.2	The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
15.3		The Supplier may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control.	24	No partnership or agency
15.4		If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 15, it shall immediately notify the Supplier in writing.		The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
15.5		Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.	25	Severance
16	Notices		25.1	If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
16.1		Any notice given by a party under these Conditions shall:	25.2	If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
	(a)	be in writing and in English;		
	(b)	be signed by, or on behalf of, the party giving it; and		
	(c)	be sent to the relevant party at the address set out in the Contract		
16.2		Notices may be given, and are deemed received:		
	(a)	by hand: on receipt of a signature at the time of delivery;		
	(b)	by post: at 9.00 am on the second Business Day after posting;		
	(c)	by email on receipt of a delivery email from the correct address.		
16.3		All references to time are to the local time at the place of deemed receipt.		



26 Waiver

26.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

26.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

27 Compliance with law

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

28 Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

29 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Scotland.

30 Jurisdiction

The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).