

1. Definitions and Interpretation

The definitions and rules of interpretation in this condition apply in these conditions.

Buyer	Greggs plc registered in England and Wales with company number 00502851 whose registered office is at Greggs House, Quorum Business Park, Newcastle upon Tyne, NE12 8BU or such other Group Company as is named in the Order;
Contract	the Order and the Supplier's acceptance of the Order;
Delivery Address	the address stated on the Order or such other address as is agreed in writing between the Buyer and the Supplier;
Goods	any goods agreed in the Contract to be bought by the Buyer from the Supplier (including any part or parts of them and including any installation of the goods or any part of them);
Group Company	Greggs plc, its holding company from time to time and all companies and undertakings which now or in the future become subsidiaries or subsidiary undertakings of Greggs plc or of any such holding company;
Order	the written instructions to buy the Goods incorporating any Specification and these conditions;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Price Supplier	the price of the Goods;
Specification	the company, partnership, unincorporated association or person so described in the Order; and includes any plans, drawings, data or other information relating to the Goods.

- 1.1 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.
- 1.2 A reference to one gender includes a reference to the other gender.
- 1.3 Condition headings do not affect the interpretation of these conditions.
- 1.4 A reference to **writing** or **written** includes faxes but not email.
2. **Application of Terms**
- 2.1 Subject to any variation under condition 2.4, these conditions are the only conditions upon which the Buyer is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions that the Supplier may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Each Order for Goods issued by the Buyer to the Supplier shall be deemed to be an offer by the Buyer to buy the Goods subject to these conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.4 These conditions apply to all the Buyer's purchases and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by the authorised representative of the Buyer.
3. **Quality, Specifications and Defects**
- 3.1 The quantity, quality and description of the Goods shall, subject as provided in these conditions, be of the best available design, of the best quality, material and workmanship, be without fault or defect and conform in all respects with:
 - 3.1.1 the Order; and
 - 3.1.2 any applicable Specification supplied by the Buyer to the Supplier or by the Supplier to the Buyer or otherwise agreed in writing by Buyer.
- 3.2 The Buyer's rights under these conditions are in addition to the statutory conditions implied in favour of the Buyer by the Sale of Goods Act 1979.
- 3.3 The Supplier shall be responsible for any errors or omissions in any drawings, calculations, manufacturing or packing details or other particulars supplied by the Supplier relating to the Goods, whether such information has been approved by the Buyer or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by the Buyer to the Supplier.
- 3.4 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and shall at all times maintain all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.5 The Supplier shall not unreasonably refuse and shall procure that any sub-contractor shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch and the Supplier shall provide and shall procure that any sub-contractor provides the Buyer with all facilities reasonably required for inspection and testing the Goods.
- 3.6 If the results of such inspection or testing cause the Buyer to be of the opinion that the Goods do not conform or are unlikely to conform with the Order and/or any applicable Specification, the Buyer shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Buyer shall have the right to require and witness further testing and inspection.
- 3.7 The Buyer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.8 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- 3.9 The Goods shall be marked in accordance with condition 6.3 or otherwise in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 3.10 The Supplier shall procure that any sub-contractor shall not unreasonably refuse a request by the Buyer to return any Specification or other property of the Buyer.
- 3.11 If any of the Goods fail to comply with the provisions set out in condition 3 the Buyer shall have the right to any one or more remedies listed in condition 8.
4. **Price of the Goods**
- 4.1 The Price shall be as stated in the Order and, unless otherwise so stated, shall be:
 - 4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
 - 4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 4.2 No extra charges shall be effective unless agreed in writing with the Buyer.
- 4.3 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.
- 4.4 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.
5. **Terms of Payment**
- 5.1 The terms of payment shall be as stated in the Order.
- 5.2 Unless otherwise stated in the Order, the Supplier shall be entitled to invoice the Buyer on or at any time after delivery of the Goods and each invoice shall quote the number of the Order.

- 5.3 The Buyer shall pay each invoice which is properly due and submitted to it by the Supplier within 45 days of receipt of the invoice by the Buyer to a bank account nominated in writing by the Supplier. In the event the number of the Order is not quoted on the invoice, payment by the Buyer may be withheld or delayed beyond agreed Payment Terms. Time for payment shall not be of the essence for the purposes of the Contract.
- 5.4 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Supplier to the Buyer against any amount payable by the Buyer to the Supplier under the Contract.
6. **Delivery**
- 6.1 The Goods shall be delivered, carriage paid, to the Delivery Address on the date or within the period stated in the Order during the Buyer's usual business hours. If directed by the Buyer, the Supplier shall off-load the Goods, or shall procure that its subcontractors off-load the Goods, at its own risk. If Goods are delivered by the Supplier to the wrong address, the Supplier will indemnify the Buyer for any additional expense incurred by the Buyer in arranging for the delivery of such Goods to the Delivery Address.
- 6.2 Where the date of delivery of the Goods is to be specified after the placing of Order, the Supplier shall give the Buyer reasonable notice of the specified date.
- 6.3 A packing note quoting the number of the Order (where provided to the Supplier by the Buyer), the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered, must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 6.4 If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle the Buyer at its option to treat the whole Contract as repudiated.
- 6.5 The signature of an employee of the Buyer on any delivery note of the Supplier is acknowledging only that the Goods have been delivered and shall not be deemed to be acceptance that the Goods are in accordance with the Contract.
- 6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect or test them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. The making of any payment by the Buyer to the Supplier or the acceptance of any further Goods from the Supplier will not prejudice the Buyer's rights to reject the Goods.
- 6.7 The Buyer shall, within a reasonable time period, notify the Supplier in writing of any loss or damage to or fault or defect with the Goods delivered. The Buyer shall give the Supplier a reasonable opportunity to replace (at the expense of the Supplier) the rejected Goods with Goods which conform to the Contract. If the Supplier does not replace such Goods to the Buyer's satisfaction the Buyer may, at its sole discretion, reject the Goods.
- 6.8 The Supplier shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods.
- 6.9 The Buyer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 6.10 The Supplier shall notify the Buyer as soon as reasonably practicable of any circumstances that may lead to a delay in delivery of the Goods.
- 6.11 If the Goods are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain the property of and at the Supplier's risk and shall be returnable at the Supplier's expense.
- 6.12 If the Supplier delivers more or less than the quantity of Goods ordered and the Buyer agrees to accept the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 6.13 If the Goods are not delivered to the Delivery Address on the due date then, without prejudice to any other rights which it may have, the Buyer reserves the right to:
 - 6.13.1 cancel the Contract in whole or in part;
 - 6.13.2 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.13.3 recover from the Supplier any expenditure reasonably incurred by the Buyer in obtaining the Goods in substitution from another supplier;
 - 6.13.4 if paid for in advance, require a full refund of any such payment made; and
 - 6.13.5 claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.
7. **Risk and Property**
- 7.1 The Goods shall remain at the risk of the Supplier until delivery to the Buyer is complete and a delivery note has been provided to the Supplier or the Supplier's sub-contractor (where relevant) in accordance with condition 6.5 when, subject to condition 7.2, title to the Goods shall pass to the Buyer.
- 7.2 The title to the Goods shall pass to the Buyer upon completion of the delivery in accordance with condition 7.1, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract. If property passes to the Buyer before delivery, the Buyer shall be entitled to any time to demand delivery or enter on the Supplier's premises and collect the Goods at the cost of the Supplier.
- 7.3 Notwithstanding condition 7.2, the Goods shall remain at the risk of the Supplier until delivery to the Buyer is complete and a delivery note has been provided to the Supplier or the Supplier's sub-contractor (where relevant) in accordance with condition 6.5 or until the Goods have been collected by the Buyer.
- 7.4 For the avoidance of doubt, nothing contained in conditions 7.1, 7.2 or 7.3 shall affect any right of the Buyer to reject the Goods contained in these conditions.
8. **Remedies**
- Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, the Buyer shall have the right to any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:
 - 8.1 to rescind the Contract;
 - 8.2 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
 - 8.3 at the Buyer's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - 8.4 to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;
 - 8.5 to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract;
 - 8.6 to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods from a third party;
 - 8.7 to claim damages for any other costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract; and
 - 8.8 to claim damages for any other costs, loss or expenses incurred by the Buyer in consequence of the Supplier's breach or breaches of the Contract.
9. **Indemnity**
- The Supplier shall keep the Buyer indemnified in full against all direct, indirect or consequential liabilities, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
 - 9.1 defective workmanship, quality or materials or breach of any warranty given by the Supplier in relation to the Goods;
 - 9.2 an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - 9.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - 9.4 any failure to meet the requirements of a Specification;
 - 9.5 any failure by the Supplier to deliver the Goods to the Delivery Address and/or on the date or within the period specified in the Contract;
 - 9.6 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods;

- 9.7 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 9.8 any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.
- 9.9 The provisions of this condition 9 shall survive termination of the Contract, however arising.
10. **Limitation on Liability**
- 10.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractor;
- 10.1.2 fraud or fraudulent misrepresentation; or
- 10.1.3 breach of the terms implied by section 2 of the Sale of Goods Act 1979 (title and quiet possession).
- 10.2 The provisions of this condition 10 shall survive termination of the Contract, however arising.
11. **Insurance**
- 11.1 The Supplier agrees to maintain with a reputable insurance company insurance at the following minimum levels:
- 11.1.1 Employers Liability insurance for £10,000,000 (Ten Million Pounds);
- 11.1.2 Public Liability insurance for £5,000,000 (Five Million Pounds); and
- 11.1.3 Product Liability Insurance for £5,000,000 (Five Million Pounds).
- 11.2 Upon request from the Buyer, the Supplier shall produce evidence of the insurance referred to in condition 11.1.
- 11.3 The provisions of this condition 11 shall survive termination of the Contract, however arising.
12. **Confidentiality and the Buyer's Property**
- 12.1 The Supplier and the Buyer shall each keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the other, its employees, consultants, agents or sub-contractors, and any other confidential information concerning the Buyer's or the Supplier's business or its products which the other may obtain. The Supplier and the Buyer shall each restrict disclosure of such confidential material to such of its employees, consultants, agents or sub-contractors as need to know it for the purpose of discharging the Supplier's or the Buyer's obligations pursuant to the Contract, and shall ensure that they are subject to obligations of confidentiality corresponding to those which bind the Supplier or the Buyer (as relevant).
- 12.2 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of Intellectual Property Rights in all drawings, specifications and data supplied by the Buyer to the Supplier or by the Supplier to the Buyer, (including in any Specification provided by the Buyer, or not so supplied but used by the Supplier specifically in the manufacture of the Goods) shall at all times be and remain the exclusive property of the supplying party but shall be held by the receiving party in safe custody at its own risk and maintained and kept in good condition by the receiving party until returned to the supplying party and shall not be disposed of other than in accordance with the receiving party's written instructions, nor shall such items be used otherwise than as authorised by the receiving party in writing.
- 12.3 The provisions of this condition 12 shall survive termination of the Contract, however arising.
13. **Termination**
- 13.1 Without prejudice to any other rights or remedies which the parties may have:
- 13.1.1 The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part without liability to the Supplier by giving the Supplier 30 days written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 13.1.2 The Supplier may terminate the Contract without liability to the Buyer on giving not less than 3 months written notice; and
- 13.1.3 either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- 13.1.3.1 the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 13.1.3.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- 13.1.3.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- 13.1.3.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- 13.1.3.5 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
- 13.1.3.6 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
- 13.1.3.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- 13.1.3.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 13.1.3.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 13.1.3.1 to clause 13.1.3.7 (inclusive); or
- 13.1.3.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 13.1.3.11 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).
- 13.2 On termination of the Contract for any reason, the Supplier shall immediately deliver to the Buyer all copies of information and data provided by the Buyer to the Supplier for the purposes of the performance of the Contract, including any Specification. The Supplier shall certify to the Buyer that it has not retained any copies of any such information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in condition 12.
- 13.3 On termination of the Contract (however arising), the accrued rights of the parties as at termination shall not be affected.
14. **Modern Slavery**
- 14.1 In performing its obligations under the Contract, the Supplier shall and shall ensure that each of its subcontractors shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 together with any anti-slavery and human trafficking policy of the Buyer from time to time.
- 14.2 The Supplier represents and warrants that:
- 14.2.1 its responses to the Buyer's anti-slavery and human trafficking due diligence questionnaire are complete and accurate; and
- 14.2.2 neither the Supplier nor any of its officers, employees or other persons associated with it:
- 14.2.2.1 has been convicted of any offence involving slavery and human trafficking; and
- 14.2.2.2 having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 14.3 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 14.4 The Supplier shall notify the Buyer as soon as it becomes aware of:
- 14.4.1 any breach, or potential breach, of the Buyer's anti-slavery and human trafficking policy; or
- 14.4.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Goods.
- 14.5 The Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this condition.
15. **Anti-Bribery**
- The Supplier shall:
- 15.1 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;
- 15.2 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; and
- 15.3 promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.
16. **Criminal Finances Act 2017**
- The Buyer has put in place reasonable prevention procedures with the purpose of preventing criminal facilitation of tax evasion in its business as required by Part III of the Criminal Finances Act 2017. The Supplier shall report any activity practice or conduct in connection with the performance of the Contract which it believes would constitute an offence under Part III of the Criminal Finances Act 2017.
17. **Force Majeure**
- The Buyer and the Supplier reserve the right to defer the date for delivery of, or payment for, the Goods, or to terminate the Contract, if they are prevented from, or delayed in, carrying on their business by acts, events, omissions or accidents beyond their reasonable control, including (without limitation), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm but excluding any lock-outs, strikes or labour disputes (whether or not relating to either party's workforce).
18. **Variation**
- No variation of the Contract or these conditions shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
19. **Right to Audit**
- 19.1 The Supplier agrees to permit the Buyer or its authorised representatives to have full access to its records, staff, information, premises and systems relevant to the Goods and the performance of the Contract.
- 19.2 The Supplier agrees to forward a copy if its own audit reports compiled internally or externally at the request of the Buyer.
- 19.3 The Supplier shall maintain a complete set of records to trace the supply chain of the Goods provided to the Buyer and shall implement annual supplier and subcontractor audits, either directly or through a third-party auditor, to monitor compliance with condition 14.
20. **Waiver**
- 20.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 20.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
21. **Severance**
- If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
22. **Entire Agreement**
- 22.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 22.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract.
- 22.3 Nothing in this condition shall limit or exclude any liability for fraud.
23. **Assignment / Sub-contracting**
- 23.1 The Supplier shall not, without the prior written consent of the Buyer, assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 23.2 The Buyer may at any time assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 23.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.
24. **No Partnership or Agency**
- Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
25. **Rights of Third Parties**
- A person who is not a party to the Contract shall not have any rights under or in connection with it.
26. **Notices**
- 26.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the registered office (in the case of a company) or principal place of business (in any other case) of the other party or as otherwise specified by the relevant party by notice in writing to the other party.
- 26.2 A notice or other communication shall be deemed to have been received:
- 26.2.1 if delivered personally, when left at the address referred to in condition 26.1;
- 26.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; and
- 26.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 26.3 This condition 26 shall not apply to the service of any proceedings or other documents in any legal action.
27. **Governing Law and Jurisdiction**
- 27.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 27.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.