

GLOBAL PARTNERSHIPS LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1 INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

1.1.1 “**Business Day**” means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

1.1.2 “**Commencement Date**” means the date the Contract comes into existence in accordance with clause 2.2.

1.1.3 “**Conditions**” means these terms and conditions as amended from time to time in accordance with clause 15.8.

1.1.4 “**Contract**” means the contract between Global Partnerships and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

1.1.5 “**Customer**” means the person or firm who purchases the Goods and/or Services from Global Partnerships.

1.1.6 “**Customer Default**” means any act or omission by the Customer or failure by the Customer to perform any relevant obligation.

1.1.7 “**Deliverables**” means all Documents, products and materials developed by Global Partnerships or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

1.1.8 “**Delivery Location**” means Global Partnerships' premises at 11 Edison Road, St Ives, Cambridgeshire, PE27 3LF or such other location as may be advised by Global Partnerships before delivery.

1.1.9 “**Document**” includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

1.1.10 “**Due Date**” means the due date for payment.

- 1.1.11 **“Force Majeure Event”** means any event beyond a party's reasonable control which, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractor.
- 1.1.12 **“Global Partnerships”** means Global Partnerships Limited, a company registered in England with company number 6745405 and registered office at 6 The Furrows, St Ives, Cambridgeshire PE27 5WG.
- 1.1.13 **“Goods”** means the goods (or any part of them) set out in the Order.
- 1.1.14 **“GP Materials”** has the meaning set out in clause 7.1.7.
- 1.1.15 **“Intellectual Property Rights”** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, 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, trade secrets, Outsourced Supplier details and third party contacts) 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.
- 1.1.16 **“Order”** means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or in the Customer's written acceptance of Global Partnerships quotation, or overleaf, as the case may be.
- 1.1.17 **“Outsourced Supplier”** means any supplier introduced to, or whose identity is otherwise discovered by, the Customer as a result of the Customer's dealings with Global Partnerships or any person or business employed or engaged by

Global Partnerships which provides goods or services in competition with those supplied by Global Partnerships.

1.1.18 “**Services**” means the services, including the Deliverables, supplied by Global Partnerships to the Customer as set out in the Specification.

1.1.19 “**Specification**” means in relation to Goods, any specification for the Goods (including any relevant plans or drawings) provided by Global Partnerships to the Customer or produced by Global Partnerships and agreed in writing by the Customer, and in relation to Services, the description or specification for Services provided by Global Partnerships to the Customer.

1.1.20 “**Third Party Warranty**” means any warranty given by a third party manufacturer or supplier of the Goods, relating to the Goods supplied by Global Partnerships.

1.1.21 “**VAT**” means any valued added tax chargeable from time to time.

1.1.22 “**Warranty Period**” has the meaning given to it in clause 4.1.

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to writing or written includes faxes and e-mails.

2 BASIS OF CONTRACT

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

- 2.2 The Order shall only be deemed to be accepted when Global Partnerships issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Global Partnerships which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by Global Partnerships and any descriptions or illustrations contained in Global Partnerships' catalogues or brochures 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 any other contract between Global Partnerships and the Customer for the supply of the Goods and/or Services.
- 2.4 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.
- 2.5 Any quotation given by Global Partnerships shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue, unless noted otherwise in writing in the quotation.
- 2.6 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 DELIVERY OF GOODS

- 3.1 Global Partnerships shall ensure that:
- 3.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Global Partnerships reference numbers, 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
- 3.1.2 if Global Partnerships requires the Customer to return any packaging material to Global Partnerships, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as

Global Partnerships shall reasonably request. Returns of packaging materials shall be at Global Partnerships' expense.

- 3.2 The Customer shall collect the Goods from the Delivery Location within three Business Days of Global Partnerships notifying the Customer that the Goods are ready.
- 3.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location if Global are delivering or the completion of loading of the Goods at the Delivery Location if Customer is collecting.
- 3.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Global Partnerships shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Global Partnerships with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.5 If Global Partnerships 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 agreed purchase price of the Goods. Global Partnerships shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide Global Partnerships with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 3.6 If the Customer fails to accept or take delivery of the Goods within 5 Business Days of Global Partnerships notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Global Partnerships' failure to comply with its obligations under the Contract in respect of the Goods:
 - 3.6.1 delivery of the Goods shall be deemed to have been completed at 09.00 on the sixth Business Day following the day on which Global Partnerships notified the Customer that the Goods were ready; and
 - 3.6.2 Global Partnerships shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

- 3.7 If 10 Business Days after Global Partnerships notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, Global Partnerships may resell or otherwise dispose of part or all of the Goods and charge the Customer for any shortfall below the agreed purchase price of the Goods.
- 3.8 The Customer shall not be entitled to reject the Goods if Global Partnerships delivers more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the sales invoice for the Order on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 3.9 Global Partnerships 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.

4 QUALITY OF GOODS

- 4.1 Global Partnerships warrants that on delivery and for a warranty period of 12 months from the date of delivery, or as agreed otherwise between the Parties in writing (Warranty Period), the Goods shall conform in all material respects with their Specification. Third party manufacturers or suppliers of the Goods may provide a Third Party Warranty for a Warranty Period for the benefit of the Customer
- 4.2 Subject to clause 4.3, if:
- 4.2.1 the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4;
- 4.2.2 Global Partnerships is given a reasonable opportunity of examining such Goods; and
- 4.2.3 the Customer (if asked to do so by Global Partnerships) returns such Goods to Global Partnerships' place of business at the Customer's cost,
- and Global Partnerships confirms that the Goods are not compliant with the warranty and such non-compliance is not caused by the Customer, then Global

Partnerships shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 4.3 The Customer shall not be entitled to any of the remedies listed in clause 4.2 if:
 - 4.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2;
 - 4.3.2 the defect arises because the Customer failed to follow Global Partnerships' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 4.3.3 the defect arises as a result of Global Partnerships following any drawing, design or specification supplied by the Customer;
 - 4.3.4 the Customer alters or repairs such Goods without the written consent of Global Partnerships;
 - 4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 4.3.6 no Third Party Warranty applies in relation to such Goods;

and, in the event that any alleged non-compliance is found by Global Partnerships to fall within one or more of the exceptions listed in this clause 4.3 then any time spent by Global Partnerships investigating such non-compliance will be chargeable at Global Partnerships' then current rates for the provision of professional services. Global Partnerships may invoice the Customer for such charges, and the costs of returning the Goods to the Customer, at its discretion and such charges shall be paid within 30 days from the date of the invoice.

- 4.4 Except as provided in this clause 4, Global Partnerships shall have no liability to the customer in respect of the Goods' failure to comply with the warranty set out in clause 4.
- 4.5 To the extent permitted by law, Global Partnerships excludes all warranties, express and implied, relating to the Goods.
- 4.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Global Partnerships under clause 4.2.

5 TITLE AND RISK

- 5.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 5.2 Title to the Goods shall not pass to the Customer until Global Partnerships has received payment in full (in cash or cleared funds) for:
- 5.2.1 the Goods; and
- 5.2.2 any other goods that Global Partnerships has supplied to the Customer in respect of which payment has become due.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 5.3.1 where the Customer purchases the goods for the purpose of resale, hold the Goods on a fiduciary basis as Global Partnerships' bailee;
- 5.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Global Partnerships' property;
- 5.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 5.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Global Partnerships' behalf from the date of delivery;
- 5.3.5 notify Global Partnerships immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.5; and
- 5.3.6 give Global Partnerships such information relating to the Goods as Global Partnerships may require from time to time,
- but the Customer may resell or use the Goods in the ordinary course of its business.
- 5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.5, or Global Partnerships reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Global Partnerships may have, Global Partnerships may at any time require the Customer to deliver up the Goods and, if the Customer fails

to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6 SUPPLY OF SERVICES

6.1 Global Partnerships shall provide the Services to the Customer in accordance with the Specification in all material respects.

6.2 Global Partnerships shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 Global Partnerships shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Global Partnerships shall notify the Customer in any such event.

6.4 Global Partnerships warrants to the Customer that the Services will be provided using reasonable care and skill.

7 CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

7.1.1 ensure that the terms of the Order and the information it provides in the Specification are complete and accurate;

7.1.2 co-operate with Global Partnerships in all matters relating to the Services;

7.1.3 provide Global Partnerships, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Global Partnerships to provide the Services;

7.1.4 provide Global Partnerships with such information and materials as Global Partnerships may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

7.1.5 where delivery is to take place at the Customer's premises, prepare the Customer's premises for the supply of the Services;

- 7.1.6 obtain and maintain all necessary licences (including but not limited to relevant Intellectual Property licences), permissions and consents which may be required for the Services before the date on which the Services are to start;
- 7.1.7 keep and maintain all GP Materials (materials, equipment, documents and other property of Global Partnerships) at the Customer's premises in safe custody at its own risk, maintain GP Materials in good condition until returned to Global Partnerships, and not dispose of or use GP Materials other than in accordance with Global Partnerships' written instructions or authorisation.
- 7.2 If Global Partnerships' performance of any of its obligations in respect of the Services is prevented or delayed by any Customer Default:
 - 7.2.1 Global Partnerships shall without limiting its other rights or remedies 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 to the extent the Customer Default prevents or delays Global Partnerships' performance of any of its obligations;
 - 7.2.2 Global Partnerships shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Global Partnerships' failure or delay to perform any of its obligations as set out in this clause 7.2; and
 - 7.2.3 the Customer shall reimburse Global Partnerships on written demand for any costs or losses sustained or incurred by Global Partnerships arising directly or indirectly from the Customer Default.

8 CHARGES AND PAYMENT

- 8.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in Global Partnerships' published price list as at the date of delivery. Unless otherwise agreed in writing, the price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 8.2 The charges for Services shall be on a time and materials basis or as agreed otherwise between the Parties in writing:
 - 8.2.1 the charges shall be calculated in accordance with Global Partnerships' quotation or as agreed otherwise between the parties in writing;

- 8.2.2 Global Partnerships' standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- 8.2.3 Global Partnerships shall be entitled to charge an overtime rate of 100 per cent of the quoted daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 8.2.2; or as agreed otherwise in writing between the parties, and
- 8.2.4 Global Partnerships shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Global Partnerships engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Global Partnerships for the performance of the Services, and for the cost of any materials.
- 8.3 Global Partnerships reserves the right to:
- 8.3.1 increase its quoted daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. Global Partnerships will give the Customer written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Global Partnerships in writing within 2 weeks of the date of Global Partnerships' notice and Global Partnerships shall have the right without limiting its other rights or remedies to terminate the Contract by giving 1 month's written notice to the Customer; and
- 8.3.2 increase the price of the Goods or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or Services to Global Partnerships that is due to:
- 8.3.2.1 any factor beyond the control of Global Partnerships (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 8.3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods or Services ordered, or the Specification in respect of the Goods or Services; or

- 8.3.2.3 any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give Global Partnerships adequate or accurate information or instructions in respect of the Goods or Services.
- 8.4 In respect of Goods, Global Partnerships shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Global Partnerships shall invoice the Customer weekly in arrears unless agreed otherwise between the Parties in writing.
- 8.5 The Customer shall pay each invoice submitted by Global Partnerships:
- 8.5.1 within 30 days of the date of the invoice; and
- 8.5.2 in full and in cleared funds to a bank account nominated in writing by Global Partnerships, and time for payment shall be of the essence of the Contract.
- 8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by Global Partnerships to the Customer, the Customer shall, on receipt of a valid VAT invoice from Global Partnerships, pay to Global Partnerships 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.
- 8.7 Without limiting any other right or remedy of Global Partnerships, if the Customer fails to make any payment due to Global Partnerships under the Contract by the Due Date, Global Partnerships shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Natwest Bank's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 8.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Global Partnerships in order to justify withholding payment of any such amount in whole or in part. Global Partnerships may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Global Partnerships to the Customer.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the provision of Goods or Services shall be owned by Global Partnerships.
- 9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Global Partnerships obtaining a written licence from the relevant licensor on such terms as will entitle Global Partnerships to license such rights to the Customer.
- 9.3 All GP Materials are the exclusive property of Global Partnerships.

10 CONFIDENTIALITY

- 10.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, Outsourced Supplier details, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. The Receiving Party shall ensure their employees shall keep confidential all company information received from the Disclosing Party that would be regarded as confidential by a reasonable business person and shall not disclose such information to any third party under any circumstances. This clause 10 shall survive termination of the Contract.

11 LIMITATION OF LIABILITY

- 11.1 Nothing in these Conditions shall limit or exclude Global Partnerships' liability for:
- 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 11.1.2 fraud or fraudulent misrepresentation.
- 11.2 Subject to clause 11.1:

- 11.2.1 Global Partnerships shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract; and
- 11.2.2 Global Partnerships' total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the value of the Contract.
- 11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4 This clause 11 shall survive termination of the Contract.

12 RESTRICTIONS

- 12.1 The Customer agrees that it shall not, except with Global Partnership's prior written consent, during the term of this agreement or for a period of twelve months' thereafter contract or otherwise deal directly with any Outsourced Supplier with a view to purchasing goods or services that are in competition with those supplied by Global Partnerships;
- 12.2 The restrictions imposed on the Customer by this clause 12 apply to it acting on its own behalf or on behalf of or in conjunction with any firm, company or person.
- 12.3 This clause 12 shall survive termination of the Contract.

13 TERMINATION

- 13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
- 13.1.2 the other party ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, liquidator, manager, administrator, administrative receiver or similar officer appointed in respect of the

whole or any part of its assets or business (or is the subject of a filing with any court for the appointment of any such officer), makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction;

- 13.1.3 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 clause 13.1.2;
 - 13.1.4 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - 13.1.5 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.2 Without limiting its other rights or remedies, Global Partnerships may terminate the Contract:
- 13.2.1 by giving the Customer one months' written notice;
 - 13.2.2 with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 The Customer may terminate the Contract by giving Global Partnerships not less than one months' written notice.
- 13.4 Without limiting its other rights or remedies, Global Partnerships shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Global Partnerships if:
- 13.4.1 the Customer fails to make pay any amount due under this Contract on the due date for payment; or
 - 13.4.2 the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.5 or Global Partnerships reasonably believes that the Customer is about to become subject to any of them.

14 CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract or any part of it for any reason:

14.1.1 the Customer shall immediately pay to Global Partnerships all of Global Partnerships' outstanding unpaid invoices and interest. In respect of Goods or Services supplied but for which no invoice has yet been submitted, including the value of outstanding purchase orders placed on suppliers as a result of the Customer's Order, Global Partnerships shall submit an invoice, which shall be payable by the Customer immediately on receipt;

14.1.2 the Customer shall return all of Global Partnerships' Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Global Partnerships 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;

14.1.3 the accrued rights and remedies of the parties as at termination shall not be affected, 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; and

14.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14.2 On termination of the Contract due to the Customer's material breach or termination of the contract by the Customer for any reason other than as a result of Global Partnership's material breach, in addition to the consequences described in clause 14.1, the Customer shall pay to Global Partnerships a pro rata portion of profit margin.

15 GENERAL

15.1.1 Force majeure:

15.1.2 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable.

15.1.3 If such event or circumstances prevent Global Partnerships from providing any of the Services and/or Goods for more than 4 weeks, Global Partnerships shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15.2 Assignment and subcontracting:

15.2.1 Global Partnerships may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

15.2.2 The Customer shall not, without the prior written consent of Global Partnerships, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3 Notices:

15.3.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number, or sent by email to **gkipling@globalpartnerships.co.uk** for Global Partnerships or, for the Customer, to any email address notified by the Customer to Global Partnerships.

15.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 09.00 on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission.

15.3.3 This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action.

15.4 Waiver and cumulative remedies:

- 15.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. 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.
- 15.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
- 15.5 Severance
- 15.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 15.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.6 No partnership: 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.
- 15.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 15.8 Variation: Any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Global Partnerships.
- 15.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.