



## 1 APPLICATION OF THESE CONDITIONS

- 1.1 These Conditions apply to and form part of the Contract between the Supplier and Warehouse Storage Limited. They supersede any previously issued terms and conditions of purchase or supply.
- 1.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that Warehouse Storage Limited otherwise agrees in writing.

## 2 ORDERS

- 2.1 Each Order by Warehouse Storage Limited to the Supplier shall be an offer to purchase Deliverables subject to the Contract including these Conditions.
- 2.2 The Contract shall become binding, and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Order by the Supplier (either verbally or in writing) or on delivery of the Goods, or on performance of the Services, whichever is the earlier.
- 2.3 An Order may be withdrawn or amended by Warehouse Storage Limited at any time before acceptance by the Supplier.
- 2.4 If the Supplier is unable to accept an Order, it shall notify Warehouse Storage Limited in writing promptly.
- 2.5 Warehouse Storage Limited reserves the right, by giving reasonable notice to the Supplier, to vary the Deliverables detailed in the Order and any alteration to the Price or delivery date arising by reason of such variation shall be agreed between the parties and evidenced in writing. For the avoidance of doubt, Warehouse Storage Limited shall not be liable for any changes or additions to the Deliverables agreed between the Supplier and Warehouse Storage Limited's customer unless Warehouse Storage Limited has expressly agreed to those changes or additions in writing, and the Supplier shall be liable for all costs associated with any such unauthorised changes or additions.
- 2.6 Warehouse Storage Limited will rely on the skill and judgement of the Supplier in the supply of the Deliverables and the execution of the Order.

## 3 PRICE

- 3.1 The price for the Deliverables shall be as set out in the Order or, where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by Warehouse Storage Limited before the date the Order is placed (**Price**). No increase in the Price may be made by the Supplier after the Order is placed by Warehouse Storage Limited.
- 3.2 All Prices are fixed and the Price includes packaging, delivery, unloading, unpacking, shipping, carriage, insurance and all other charges or taxes related to the Goods and Services.

## 4 PAYMENT

- 4.1 The Supplier shall invoice Warehouse Storage Limited for: (a) the Goods on or after completion of delivery of the Goods and, if applicable, Warehouse Storage Limited's acceptance of the Goods in accordance with the Contract; and (b) the Services on or after completion of performance of the Services and, if applicable, completion of the Acceptance Conditions.
- 4.2 Warehouse Storage Limited shall pay each validly submitted, undisputed and, where applicable, VAT invoice of the Supplier within 30 days of receipt of that invoice.
- 4.3 Without prejudice to any other right or remedy of Warehouse Storage Limited, Warehouse Storage Limited specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to Warehouse Storage Limited from the Supplier.
- 4.4 Time of payment is not of the essence. Where any undisputed sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from Warehouse Storage Limited's breach, Warehouse Storage Limited shall pay on the overdue amount interest (before and after judgment) accruing on a daily basis from the due date until payment in full at the rate of 1% per annum above the Bank of England base rate from time to time. This clause shall not apply to any sum which is the subject of a bona fide dispute.

The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

- 4.5 No payment of or on account of the Price shall constitute any admission by Warehouse Storage Limited as to proper performance by the Supplier of its obligations under the Contract.

## 5 DELIVERY AND PERFORMANCE

- 5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Warehouse Storage Limited in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or, where no dates are specified in the Order, any performance dates that Warehouse Storage Limited notifies to the Supplier (whether verbally or in writing).
- 5.3 The Goods shall be delivered by the Supplier, or its nominated carrier, to the Location on the date(s) specified in the Order (the **Delivery Date**).
- 5.4 The Goods shall be deemed delivered on completion of unloading only of the Goods at the Location by the Supplier or its nominated carrier (as the case may be).
- 5.5 The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order.
- 5.6 The Services shall be deemed performed on confirmation of completion of the Acceptance Conditions by Warehouse Storage Limited in writing.
- 5.7 The Goods shall not be delivered, and the Services shall not be performed in instalments unless otherwise agreed in writing by Warehouse Storage Limited.
- 5.8 Time of delivery or performance (as the case may be) is of the essence. If the Supplier fails to deliver any of the Goods or perform any of the Services by the date specified in the Order, Warehouse Storage Limited shall (without prejudice to its other rights and remedies) be entitled to exercise any of its rights under clause 12.
- 5.9 If Warehouse Storage Limited is unable to, or opts not to, accept delivery of the Goods on the date or within the period set out in the Order, the Supplier shall store and insure the Goods pending delivery at no extra cost to Warehouse Storage Limited.
- 5.10 Where any access to the premises is necessary in connection with delivery of the Goods or the performance of the Services, the Supplier and the Supplier Personnel shall at all times comply with the reasonable requirements of Warehouse Storage Limited and Warehouse Storage Limited's customer.
- 5.11 If Goods are delivered before the Delivery Date, Warehouse Storage Limited shall be entitled in its sole discretion to refuse to take delivery or to charge the Supplier for insurance and storage of the Goods until the Delivery Date.
- 5.12 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as Warehouse Storage Limited shall elect in its sole discretion) such of the Goods as may either be damaged in transit or, having been placed in transit, fail to be delivered to the Location provided that:
  - (a) in the case of damage to such Goods in transit Warehouse Storage Limited shall within 60 days of delivery give notice to the Supplier that the Goods have been damaged;
  - (b) in the case of damage to such Goods which is not immediately apparent following delivery of the Goods but that becomes apparent at the point of installation of the Goods, Warehouse Storage Limited shall within 90 days of the planned installation give notice to the Supplier that the Goods have been damaged; and
  - (c) in the case of non-delivery Warehouse Storage Limited shall (provided that Warehouse Storage Limited has been advised of the dispatch of the Goods) within 30 Business Days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.
- 5.13 If the amount of the Goods delivered is below the tolerances (if any) specified in the Order, the Supplier shall, upon receiving notice from Warehouse Storage Limited promptly and at its own cost arrange for redelivery of the correct volume.



## 6 SUPPLIER OBLIGATIONS

- 6.1 The Supplier shall, and shall procure that the Supplier Personnel shall, at all times and in all respects:
- (a) co-operate with Warehouse Storage Limited in all matters relating to the Deliverables, and comply with all instructions from Warehouse Storage Limited;
  - (b) use best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade in the delivery and performance of the Deliverables;
  - (c) provide all equipment, tools and vehicles and such other items as are required to perform the Services;
  - (d) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services, will be free from defects in workmanship, installation and design;
  - (e) obtain and at all times maintain all licences, consents and authorisations which may be required for the provision of the Services;
  - (f) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - (g) comply with all applicable laws, regulations, regulatory policies, industry standards, customs and practices, guidelines or industry codes which may apply to the Deliverables, Warehouse Storage Limited or the Supplier;
  - (h) observe all health and safety rules and regulations and any other security requirements that apply at Warehouse Storage Limited's premises and the Location;
  - (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Warehouse Storage Limited to the Supplier (**Warehouse Storage Limited Materials**) in safe custody at its own risk;
  - (j) maintain Warehouse Storage Limited Materials in good condition until returned to Warehouse Storage Limited;
  - (k) not dispose or use Warehouse Storage Limited Materials other than in accordance with Warehouse Storage Limited's written instructions or authorisation;
  - (l) not do or omit to do anything which may cause Warehouse Storage Limited to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Warehouse Storage Limited may rely on the Services;
  - (m) comply with any additional obligations as set out in the Specification;
  - (n) comply with the Policies;
  - (o) co-operate with Warehouse Storage Limited in all matters arising under the Contract or otherwise relating to the Deliverables;
  - (p) keep Warehouse Storage Limited fully informed as soon as is reasonably practicable of any matters (including health, safety and security requirements) encountered during the provision of the Services or the delivery of the Goods or which may affect the provision of the Services or the delivery of the Goods;
  - (q) ensure that all tools, equipment, materials or other items used in the provision of the Services or the delivery of the Goods are suitable, properly maintained, in good working condition and in good working order;
  - (r) obtain and maintain all necessary licences, permits and consents required to enable the Supplier to perform the Services or to deliver the Goods;
  - (s) observe all health and safety rules and regulations and any other security requirements that apply at any of Warehouse Storage Limited's premises and at the Location.
- 6.2 Prior to the delivery of the Goods or the performance of the Services, the Supplier shall procure that:
- (a) suitable and sufficient risk assessments are carried out for all activities that the Supplier and/or the Supplier Personnel intend to carry out;

- (b) all Supplier Personnel have received adequate health, safety and environmental training;
  - (c) the Supplier and the Supplier Personnel have access to first aid facilities at all times;
  - (d) the Supplier Personnel are aware of any first aid arrangements, rules or policies that the Supplier may have in place from time to time;
  - (e) the Supplier and the Supplier Personnel have in their possession at the time of performance of the Services or delivery of the Goods all necessary personal protective equipment required;
  - (f) any tools or equipment which emit noise do not exceed the permitted noise limits for the area or premises in which they are intended to be used;
  - (g) all premises where the Services are performed or the Goods delivered are kept free from obstructions and in a safe, orderly and tidy condition;
  - (h) all equipment and tools used in the performance of the Services are inspected and tested in accordance with any applicable statutory requirements.
- 6.3. The Supplier and the Supplier Personnel must at all times be equipped with cleaning materials to contain and dispose of any potentially contaminating spillages as a result of the performance of the Services or delivery of the Goods.
- 6.4. Unless otherwise agreed with Warehouse Storage Limited in writing, the Supplier shall be responsible for the disposal of any waste or surplus materials following the performance of the Services. All disposals by the Supplier or the Supplier Personnel must be made responsibly and in compliance with all applicable laws.

## 7 CANCELLATION

- 7.1 Warehouse Storage Limited shall have the right to cancel the Order for the Deliverables or for any part of the Deliverables which have not yet been, in the case of Goods, delivered to, and in the case of Services, performed for, Warehouse Storage Limited.
- 7.2 In relation to any Order cancelled or part-cancelled under clause 7.1, on receipt of validly issued and properly documented evidence, Warehouse Storage Limited shall pay for Deliverables which at the time of cancellation had been performed or delivered (as the case may be).
- 7.3 To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of the cancellation request under this clause 7.

## 8 ACCEPTANCE, REJECTION AND INSPECTION

- 8.1 Warehouse Storage Limited shall not have accepted, or be deemed to have accepted, the Deliverables until the Acceptance Conditions are fulfilled and Warehouse Storage Limited has notified the Supplier in writing that the Acceptance Conditions have been fulfilled.
- 8.2 The **Acceptance Conditions** are that:
- (a) for Goods, the Goods and delivery note have been delivered to or at the Location;
  - (b) for Services, the Services have been performed at the Location; and
  - (c) all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of Warehouse Storage Limited at its sole discretion acting reasonably; and
  - (d) Warehouse Storage Limited has notified the Supplier in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the Order and the Conditions of the Contract including this clause 8.
- 8.3 Warehouse Storage Limited shall be entitled to reject any Deliverables which are not in full compliance with the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of Warehouse Storage Limited's rights and remedies, including its right to reject the Deliverables.
- 8.4 If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.



- 8.5 Any rejected Goods may be returned to the Supplier by Warehouse Storage Limited at the Supplier's cost and risk. The Supplier shall pay to Warehouse Storage Limited a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 8.6 Warehouse Storage Limited may (at Warehouse Storage Limited's sole option) require pre-delivery and/or post-delivery acceptance tests to be performed or to be carried out, either by Warehouse Storage Limited or the Supplier, and the results of the tests shall be made available to Warehouse Storage Limited.
- 8.7 Warehouse Storage Limited may inspect and test the Deliverables during performance or during manufacture or processing prior to dispatch, and the Supplier shall provide Warehouse Storage Limited with access to and use of all facilities reasonably required.
- 8.8 Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of Warehouse Storage Limited's other rights and remedies, including its right to reject the Deliverables.
- 8.9 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Order.

## 9 TITLE AND RISK

- 9.1 Risk in the Goods shall pass to Warehouse Storage Limited on the later of: (a) delivery of the Goods to the Location as set out in clause 5; or (b) Warehouse Storage Limited's acceptance of the Goods as set out in clause 8.
- 9.2 The Supplier shall unload the Goods in accordance with Warehouse Storage Limited's directions and at the Supplier's risk.
- 9.3 Title to the Goods shall pass to Warehouse Storage Limited on the sooner of: (a) payment by Warehouse Storage Limited for the Goods under clause 4; or (b) delivery of the Goods to the Location under clause 5.
- 9.4 The passing of title shall not prejudice any other of Warehouse Storage Limited rights and remedies, including its right to reject the Deliverables.

## 10 WARRANTIES

- 10.1 The Supplier warrants and represents that:
- (a) the Supplier has, at the time that the Contract is made, full, clear and unencumbered title to the Goods, and to sell and deliver the Goods to Warehouse Storage Limited or Warehouse Storage Limited's customer;
  - (b) the Supplier shall hold such title and right to enable it to ensure that Warehouse Storage Limited shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them;
  - (c) the Supplier shall ensure the Contract is executed by a duly authorised signatory on behalf of Supplier;
  - (d) the Supplier shall observe, and ensure that the Supplier Personnel observe all health and safety rules and regulations and any other security requirements that apply at the Location;
  - (e) the Supplier shall keep Warehouse Storage Limited fully informed of all activities concerning the Deliverables and provide Warehouse Storage Limited with activity reports on request;
  - (f) all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same;
  - (g) the Supplier has made available to Warehouse Storage Limited adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health;
  - (h) the Deliverables will be fit and sufficient for the purpose for which such Deliverables are ordinarily used and for any particular purpose made known to the Supplier by Warehouse Storage Limited.
- 10.2 The Supplier warrants and represents that the Deliverables shall for the longer of (a) 24 months after delivery, or (b) such warranty period as is specified in the Order or otherwise agreed between the Supplier and Warehouse Storage Limited (the **Warranty Period**):

- (a) conform in all respects to any sample, description or particulars specified in the Order or any Specification including any variations;
  - (b) free from material defects in design, material and workmanship;
  - (c) comply with all applicable laws, regulations, standards and best industry practice; and
  - (d) if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 10.3 The Supplier agrees that the approval by Warehouse Storage Limited of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 10.
- 10.4 Warehouse Storage Limited may reject any Deliverables that do not meet Warehouse Storage Limited's requirements under the Contract and the Supplier shall, at Warehouse Storage Limited's sole option, promptly remedy, repair, replace, correct, re-perform or refund the Price of any such Deliverables provided that Warehouse Storage Limited serves a written notice on the Supplier within the Warranty Period.
- 10.5 These Conditions shall apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the acceptance of the remedied, repaired, replaced, corrected or re-performed Deliverables.
- 10.6 Warehouse Storage Limited shall be entitled to exercise its rights under clause 10 regardless of whether the Deliverables have been accepted under the Acceptance Conditions and notwithstanding that the Deliverables were not rejected following their initial inspection under clause 8.

## 11 REMEDIES

- 11.1 If the Supplier:
- (a) fails to deliver the Goods and/or perform the Services on time;
  - (b) has delivered Goods that do not comply with the Contract;
  - (c) has failed to perform the Services in accordance with the Contract;
- Warehouse Storage Limited shall, without limiting or affecting other rights or remedies available to it, in its sole and absolute discretion, have one or more of the following rights, whether or not it has accepted the Goods and/or Services:
- (d) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - (e) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
  - (f) to recover from the Supplier any costs incurred by Warehouse Storage Limited in obtaining substitute goods and/or services from a third party;
  - (g) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
  - (h) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
  - (i) to require the Supplier to repair or replace the rejected Goods;
  - (j) to require the Supplier to provide a full refund of the Price of the Deliverables;
  - (k) to claim damages for any additional costs, loss or expenses (including, without limitation, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) incurred by Warehouse Storage Limited arising from the Supplier's failure to supply the Goods and/or Services in accordance with the Contract.
- 11.2 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 11.3 Warehouse Storage Limited's rights under the Contract are in addition to its rights and remedies implied by statute and common law.



## 12 INDEMNITY AND INSURANCE

- 12.1 The Supplier shall indemnify Warehouse Storage Limited against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Warehouse Storage Limited arising out of or in connection with:
- (a) any claim made against Warehouse Storage Limited for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Warehouse Storage Limited Materials);
  - (b) any claim made against Warehouse Storage Limited by a third party (including, but not limited to, a claim for death, personal injury or damage to property) arising out of, or in connection with the Deliverables.
- 12.2 The Supplier shall, for the duration of the Contract and for a period of 5 years from the date of the last Order placed by Warehouse Storage Limited, have in place contracts of insurance with reputable insurers incorporated in the United Kingdom (or such other country by agreement in writing with Warehouse Storage Limited) insuring the Services and any Warehouse Storage Limited Materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to Warehouse Storage Limited, and insuring against all other risks that a prudent Supplier should consider reasonable.
- 12.3 On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to Warehouse Storage Limited the benefit of such insurance.

## 13 LIMITATION OF LIABILITY

- 13.1 Nothing in these Conditions shall limit or exclude Warehouse Storage Limited's liability for:
- (a) death or personal injury caused by Warehouse Storage Limited's negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be limited or excluded by applicable law.
- 13.2 Subject to clause 13.1, Warehouse Storage Limited shall not have any liability to the Supplier whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, goodwill, business opportunities or anticipated savings or benefits, or for any loss of corruption of data or for any indirect or consequential loss arising under or in connection with the Contract.
- 13.3 Warehouse Storage Limited's total aggregate liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the lower of: (a) the Price paid or payable by Warehouse Storage Limited under the relevant Contract; and (b) £1,000.

## 14 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights contained in the Warehouse Storage Limited Materials, Documents, Specifications or any other information provided by Warehouse Storage Limited, and all Intellectual Property Rights in the Deliverables made or performed in accordance with such Warehouse Storage Limited Materials, Documents, Specification or information shall vest in and remain at all times the property of Warehouse Storage Limited and may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to Warehouse Storage Limited absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in Warehouse Storage Limited's opinion to so vest all such Intellectual Property Rights in Warehouse Storage Limited, and to enable Warehouse Storage Limited to defend and enforce such Intellectual Property Rights.

## 15 DATA PROTECTION

Each party shall comply with its obligations under the Data Protection Laws in respect of any Personal Data which it supplies or receives under, or in connection with, the Contract in its capacity as either Controller or Processor. Where a party is a Controller, it shall ensure that it has, and shall maintain, all necessary lawful bases, notices and permissions required to enable the lawful processing of Personal Data for the purposes of the Contract.

## 16 CONFIDENTIALITY

- 16.1 The parties shall keep confidential all Confidential Information of the other 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;
  - (c) any information which is independently developed by one party without using information supplied by the other party or its Affiliates; or
  - (d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 16.2 This clause 16 shall remain in force for ten years from the date of Warehouse Storage Limited's first Order.

## 17 TERMINATION

- 17.1 Without affecting any other right or remedy available to it, Warehouse Storage Limited may:
- (a) terminate the Contract with immediate effect by giving written notice to the Supplier if:
    - i. there is a change of Control of the Supplier;
    - ii. the Supplier's financial position deteriorates to such an extent that in Warehouse Storage Limited's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
    - iii. the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
    - iv. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
    - v. the Supplier commits a breach of any term of the Contract and fails to remedy that breach (if such breach is remediable) within a period of 10 Business Days after being notified in writing to do so, or
  - (b) for convenience by giving the Supplier no less than one month's written notice.

## 18 CONSEQUENCES OF TERMINATION

- 18.1 On termination of the Contract (in respect of Contracts regarding the provision of Services by the Supplier only), the Supplier shall immediately deliver to Warehouse Storage Limited all Deliverables whether or not then complete, and return all Warehouse Storage Limited Materials. If the Supplier fails to do so, then Warehouse Storage Limited may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.



- 18.2 On termination of a Contract that relates to the supply of Goods to Warehouse Storage Limited, Warehouse Storage Limited shall not be liable to pay any amount to the Supplier for any Goods that do not comply in all respects with these Conditions or any Goods that are, for whatever reason, not finished in all respects to a condition suitable for resale.
- 18.3 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 18.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

#### 19 FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for a continuous period of 90 days, Warehouse Storage Limited may terminate the Contract by giving 5 Business Days' written notice to the affected party.

#### 20 GENERAL

- 20.1 **Publicity:** Neither party shall make any public announcement regarding the existence or subject matter of the Contract without the prior written consent of the other party.
- 20.2 **Notices:** Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand, or by pre-paid first-class post, or other next working day delivery service, or by airmail at its registered office (if a company) or its principal place of business (in any other case), or by email to an address used by the receiving party in connection with the Order or the Contract (or the performance of any part of it) or otherwise notified by the receiving party. A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by airmail, at 9:00 am on the fifth Business Day after posting; and if sent by email, at the time of transmission, or, if this time falls outside of business hours in the place of receipt, when business hours resume. In this clause 20.2, business hours means 9:00am to 5:00pm on a Business Day.
- 20.3 **Assignment:** the Supplier shall not assign, sub-contract, transfer, charge or deal in any other manner with any of its rights or obligations under the Contract without the prior written consent of Warehouse Storage Limited.
- 20.4 **Sub-contracting:** the Supplier may only sub-contract any of its obligations under the Contract with Warehouse Storage Limited's prior written consent. No sub-contracting shall relieve the Supplier of any of its obligations under the Contract.
- 20.5 **Severability:** If any provision of the Contract (or part of any provision) is held by any competent authority to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 20.6 **Amendment:** No amendment or variation of this Contract shall be effective unless it is in writing and signed by an authorised representative of the parties.
- 20.7 **Entire Agreement:** The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 20.8 **No Partnership or Agency:** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way.

- 20.9 **Third Party Rights:** Except as expressly provided for in this clause 20.90 a person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. Warehouse Storage Limited's assignees shall have the right to enforce the provisions of this Contract.
- 20.10 **Conflicts within Contract:** if there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.
- 20.11 **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 England and Wales.
- 20.12 **Jurisdiction:** The parties irrevocably agree that the courts of England and Wales 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).

#### 21 DEFINITIONS AND INTERPRETATION

21.1 In these Conditions, unless the context otherwise requires:

- (a) 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;
- (b) a reference to a 'party' means either the Supplier or Warehouse Storage Limited and includes that party's personal representatives, successors and permitted assigns;
- (c) 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;
- (d) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (e) words in the singular include the plural and vice versa;
- (f) 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.

21.2 In these Conditions the following definitions apply:

**Acceptance Conditions** has the meaning given in clause 8.2;

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

**Applicable Law** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

**Business Day** means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

**Conditions** means Warehouse Storage Limited's terms and conditions of purchase 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 in nature or has been identified as confidential, or which is developed by either party in performing its obligations under, or otherwise pursuant to the Contract;

**Contract** means the agreement between the Supplier and Warehouse Storage Limited for the sale and purchase of the Deliverables incorporating these Conditions and the Specifications, Documents and Order, and including all its schedules, attachments, annexures and statements of work;

**Control** has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and **Controls, Controlled and under common Control** shall be construed accordingly;

**Controller** shall have the meaning given in applicable Data Protection Laws from time to time;

**Data Processor** shall have the meaning given in applicable Data Protection Laws from time to time;



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**Data Protection Laws** means all Applicable Law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Deliverables, including:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement or supplement any such laws;
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and
- (e) all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);

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

**Documentation** means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables;

**GDPR** means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

**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 Warehouse Storage Limited in accordance with the Contract;

**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 software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (f) whether registered or not
- (g) including any applications to protect or register such rights

(h) including all renewals and extensions of such rights or applications

(i) whether vested, contingent or future

(j) to which the relevant party is or may be entitled, and

(k) in whichever part of the world existing;

**Location** means the address or addresses for delivery of the Goods or performance of the Services as set out in the Order or such other address or addresses as notified by Warehouse Storage Limited to the Supplier prior to delivery;

**Order** means Warehouse Storage Limited's order for the Deliverables;

**Personal Data** shall have the meaning given in applicable Data Protection Laws from time to time;

**Policies** means any policies notified by Warehouse Storage Limited to the Supplier;

**Services** means the services set out in the Order and to be supplied by the Supplier to Warehouse Storage Limited in accordance with the Contract;

**Specification** means the description or Documentation provided for the Deliverables set out or referred to in the Contract;

**Supplier** means the named party in the Contract who has agreed to sell the Deliverables to Warehouse Storage Limited and whose details are set out in the Order;

**Supplier Personnel** means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors 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; and

**Warehouse Storage Limited** means Warehouse Storage Limited, a private limited company incorporated in England with registered number 15364885 and its registered office at 4 Sceptre House Hornbeam Square North, Hornbeam Park, Harrogate, North Yorkshire, England, HG2 8PB.