

GENERAL CONDITIONS OF PURCHASE

“COMPANY” means the Hampshire Homes Group Company and any of its subsidiaries..

“CONTRACT QUANTITY” means the quantity of Goods as stated in the Company’s Purchase Order.

“DELIVERY” means delivery of the specified quantity of Goods or of the Service as directed in the Purchase Order, “delivered” has a corresponding meaning.

“DELIVERY SCHEDULE” means a written schedule or programme (if any), on the Purchase Order or attached thereto, setting out the delivery timescales and/or delivery sequences within the Supply Period, and other related requirements of the Company as advised to the Supplier at any time.

“GOODS” means the goods to be supplied in accordance with the Purchase Contract.

“GOOD INDUSTRY PRACTICE” means the exercise by the Supplier of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a prudent and experienced supplier engaged in the same type of undertaking under the same or similar conditions using the best techniques and procedures available and to a high professional standard.

“IPR” means all intellectual property rights of whatever nature including, but not limited to, all patents, utility models and other rights in inventions; all copyright and database rights; all source code, object code and other rights in software; all design right, registered design right and other rights in designs; all trade names and logos and other rights in the nature of trade marks; all goodwill and all equivalent or similar rights arising anywhere in the world, whether registered, unregistered or the subject matter of an application for registration.

“INSOLVENT” means in respect of the Supplier;

- (a) any document is filed at or transmitted to any court in the UK giving notice of the appointment or an administrator, any application is made to court for the appointment of an administrator, any resolution is passed resolving to appoint an administrator; any meeting of the board of directors resolves to appoint an administrator;
- (b) it enters into a company voluntary arrangement;
- (c) any petition is presented to court for the compulsory liquidation or it passes a resolution to enter voluntary liquidation;
- (d) a receiver, an administrative receiver or manager is appointed in respect of its assets or undertaking (or circumstances arise which permit a creditor to appoint any of the same);
- (e) it ceases or threatens to cease to carry on all or part of its business in the United Kingdom;
- (f) if it is unable to pay its debts, or being capable of being deemed unable to pay its debts, within the meaning of section 123 of the Insolvency Act 1986.

“LAWS” means all statutory requirements and all applicable regulations, regulatory policies, adopted standards, guidelines or industry codes (whether legally binding or not), all necessary import/export licences, clearances, permissions and other consents necessary for and all Company requirements associated with the supply, delivery and use of the Goods and/or the performance of the Services, including but not limited to requirements in relation to: supporting health and safety documentation, driver and vehicle competency, delivery restrictions and traffic management, off loading, storage, manual handling, personal protection equipment and disposal of waste.

“PRICE” means the price of the Goods and/or the charge for the Services.

“PURCHASE CONTRACT” means the agreement between the Supplier and the Company comprising the Purchase Order and the documents referred to therein and these General Conditions of Purchase.

“PURCHASE ORDER” means an instruction by the Company to supply Goods or Services as therein directed in accordance with the Purchase Contract.

“SERVICES” means the services to be supplied in accordance with the Purchase Contract.

“SPECIAL CONDITIONS” means the conditions set out in the Special Conditions of Purchase (if any) appended to this Purchase Order.

“SPECIFICATION” means the description of the Goods or the Services to be supplied under the Purchase Contract. The said description may be contained on drawings.

“SUPPLY PERIOD” means the period (if any) specified in the Company’s Purchase Order.

“THE SUPPLIER” means the person, firm, partnership, or company to whom the Company have issued a Purchase Order.

“WORKING DAY” means a day Monday to Friday which the Company is ordinarily open for business excluding any bank holidays and statutory holidays.

1. FORMATION OF CONTRACT

- 1.1 The Purchase Contract constitutes an offer by the Company to purchase the Goods and/or the Services from the Supplier subject to these General Conditions of Purchase and any documents referred to therein, including but not limited to any Special Conditions.
- 1.2 The Purchase Contract shall be accepted by the Supplier;
 - 1.2.1 expressly by phone, fax, e-mail, post, electronic means (including ‘EDI’); or,
 - 1.2.2 impliedly by fulfilling the Purchase Order.
- 1.3 Despatch or delivery of the Goods by the Supplier to the Company and/or performance of the Services shall be deemed conclusive evidence of acceptance of the Purchase Contract.
- 1.4 Once the Supplier accepts the Purchase Contract in accordance with condition 1.2 or 1.3, any documents referred to therein, including but not limited to any Special Conditions shall be binding on the Supplier.
- 1.5 The Purchase Contract comprises the only terms and conditions on which the Company shall do business with the Supplier and shall apply to the exclusion of any other terms and conditions generally used by the Supplier, proffered by the Supplier or otherwise brought to the Company’s notice by the Supplier (whether or not such terms and conditions have been printed on any quotation, estimate or other document, electronically or otherwise given to the Company or subject to which the Purchase Contract is accepted or purported to be accepted by the Supplier).
- 1.6 These General Conditions of Purchase shall be subject to the Special Conditions (if any). In the event of any conflict or apparent conflict between the Special Conditions and these General Conditions of Purchase the Special Conditions shall prevail. No variation to a Purchase Order or these General Conditions of Purchase shall be binding unless agreed in writing by the Company’s authorised representative.
- 1.7 The General Conditions of Purchase are in addition to, and shall not be deemed to prejudice or affect any terms or rights implied by or available under, statute or common law. Otherwise the Purchase Contract shall be construed according to the laws of England.
- 1.8 The headings in these General Conditions of Purchase are for ease of reference only and shall not affect their interpretation.

2. QUALITY AND DESCRIPTION

- 2.1 It is a condition of each Purchase Contract that the Goods shall;
 - 2.1.1 conform as to quality and description with the particulars stated in the Purchase Contract (including but not limited to any specification forming part of the Purchase Contract);
 - 2.1.2 conform as to all Laws relating to the Goods;
 - 2.1.3 (save where otherwise stated in the Purchase Order) be of the highest quality of materials and workmanship and of satisfactory quality free from all defects;

- 2.1.4 conform to the provisions of any documents referred to in the Purchase Contract, including but not limited to any Special Conditions;
 - 2.1.5 be capable of achieving or exceeding the standard of performance specified in the Purchase Contract;
 - 2.1.6 be fit for any purpose for which they are supplied pursuant to the Purchase Contract and any purpose represented by the Supplier;
 - 2.1.7 comply with the metrics specified in the Purchase Contract (including but not limited to being of the volume, weight or length specified).
- 2.2 It is a condition of each Purchase Contract that the Services shall be performed;
- 2.2.1 in accordance with the specifications or standards of performance set out or referred to in the Purchase Contract;
 - 2.2.2 so as to conform with all Laws relating to the Services;
 - 2.2.3 in accordance with Good Industry Practice;
 - 2.2.4 by suitably qualified and competent personnel who shall exercise no less a standard that Good Industry Practice and all due diligence in the execution thereof.
- 2.3 If and to the extent that the Supplier is responsible for the design or specification of any part of the Goods or the Services relate to the provision of design and/or consultancy services, in addition to those conditions set out in condition 2.1 and 2.2 it is a condition of any such Purchase Contract that it has exercised or will exercise the standard of skill and care to be expected of a competent designer experienced in works of a similar size, scope and complexity including but not limited to in respect of;
- 2.3.1 the design and/or specification of the Goods or part thereof;
 - 2.3.2 the selection of the kinds of materials and goods;
 - 2.3.3 the satisfaction of any performance specification where applicable;
 - 2.3.4 the performance of the Services.
- 2.4 All representations, statements or warranties made or given by the Supplier, its servants and agents (whether orally in writing or in any of the Supplier's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Goods and/or the standard of performance and quality of the Services shall be deemed to be an express condition of the Purchase Contract.
- 2.5 The Supplier shall if requested by the Company enter into warranties, executed as deeds, with third parties in the form in which the Company requires. The Supplier shall be deemed to have allowed for providing such warranties in the Price and no additional payments will be made to the Supplier if such warranties have not been delivered by the Supplier, duly executed, to the Company with 14 days of request. Furthermore the Supplier will at no extra cost to the Company, provide installation information and instruction, maintenance and guarantee information appropriate for transfer to the third party/end user.

3. GUARANTEE

- 3.1 The Supplier guarantees the Goods against defects in design, materials and workmanship, for a period of twenty-four (24) months following delivery of the Goods to the Company.
- 3.2 If any Goods supplied shall be found to be defective or unfit for the purpose for which they were intended in any respect within 24 months of delivery then the Company may call upon the Supplier (at the Supplier's own expense) to replace the Goods or effect site repairs (replacement or repair being at the Company's option) and take such steps as the Company may require to satisfy the Company that replacement Goods or repaired Goods comply with the requirements of the Purchase Contract. All the obligations in this condition shall not invalidate or impinge on any agreed warranties or guarantees pertaining to the Goods supplied under this Purchase Contract. In addition to any liability of the Supplier under this condition, the Company

will be entitled to the reimbursement of all additional costs including but not limited to dealing with and returning defective goods. The Supplier shall guarantee such replacement or repaired Goods for the period of 24 months from the date of delivery thereof by the Company.

- 3.3 The Supplier shall replace or, as the case may be, repair defective Goods promptly on being called upon to do so, provided that if it fails to do so, or notifies the Company that it is unable to do so, the Company may do so itself or authorise others to do the same and, in that event, the Supplier shall reimburse the Company for all costs arising therefrom.
- 3.4 If it is necessary to open up or dismantle any other works or assemblies to permit any repair or replacement of defective Goods or the re-supply of sub-standard Services then the Supplier shall bear the cost of such opening up or dismantling and of re-assembly and making good after repairs, replacements and testing of such Goods have been completed and/or such Services have been re-supplied to the Company's reasonable satisfaction.
- 3.5 This guarantee and the Company's remedies hereunder are in addition to such other rights and remedies as may be available to the Company under these Conditions or any Contract or otherwise at law.

4. PRICE

- 4.1 The Price shall, unless otherwise stated, be deemed to include delivery to the location specified on the Purchase Order and shall include packing, cost of packing materials, loading, off-loading (subject to condition 6), shipping, carriage, duties, insurance and any other associated cost. The Price shall be fixed unless otherwise agreed in writing between the Company and the Supplier.

5. PACKING

- 5.1 All Goods must be properly packaged to withstand transit to the delivery point without sustaining any damage, corrosion or contamination. All Goods shall be clearly and legibly labelled and addressed. All statutory requirements applying to labelling and disclosure of information must be met without exception.
- 5.2 The Supplier shall be liable to pay and indemnify the Company against any customs fines duties or imposts incurred as a result of the Supplier's failure to ensure that the foregoing provisions of this condition are fully complied with.

6. DELIVERY AND/OR PERFORMANCE

6.1 Delivery of Goods

- 6.1.1 The Supplier shall deliver the Goods in accordance with the requirements of the Delivery Schedule.
- 6.1.2 The Supplier shall (if called upon) unload the Goods at the point or points of delivery stated on the Purchase Order.
- 6.1.3 Upon delivery the Goods must be signed for and name printed by an authorised representative of the Company to acknowledge receipt only and not to confirm that the Goods have been checked. Risk in the Goods will pass to the Company when an acknowledgement of receipt is signed in accordance with this condition 6.1.3 and unless a signature and printed name are obtained it shall be deemed that the risk in the Goods remains with the Supplier.
- 6.1.4 The Company shall have five (5) Working Days to inspect the Goods following delivery and shall not be deemed to have accepted the Goods until the 5 Working Day period has expired. Without prejudice to the foregoing the Company also reserves the right to reject the Goods as if they had not been accepted in circumstances where any latent defect, or any other defect which was not reasonably apparent at the time of delivery, is subsequently discovered.

6.2 Performance of Services

- 6.2.1 The Supplier shall perform the Services in accordance with the requirements of the Delivery Schedule.

6.2.2 The Company shall not be deemed to have accepted the Services until it has inspected them. The Company reserves the right to reject the Services in circumstances where any defect (latent or otherwise) in the Services is, or becomes, apparent at any time after performance.

6.3 In delivering the Goods and/or performing the Services the Supplier shall comply fully (and shall procure that its carriers comply fully) with any delivery requirements/procedures at the delivery point or points which have been brought to the Supplier's attention.

6.4 Whenever a time of and/or date for delivery of Goods and/or performance of the Services is stated in the Delivery Schedule or a Supply Period is stated, the Supplier shall deliver the Goods and/or perform the Services on the stated time and/or date. Unless identified in the Special Conditions the time for delivery of the Goods and/or performance of the Services shall not be of the essence.

6.5 Where the Supplier fails to comply with the Delivery Schedule or indicates by its actions, inactions or otherwise that it is unable to comply with the Delivery Schedule and/or is unable to effect delivery of all Goods and/or perform all Services within the Supply Period, the Company may at its discretion agree with the Supplier an alternative date and/or time for delivery and/or performance. Unless the parties agree otherwise such alternative date and/or time for delivery and/or performance shall be of the essence.

6.6 Where the Goods and/or Services are to be supplied to the Company on a call-off basis over a Supply Period, the Company shall call off such Goods and/or Services against the Purchase Order in writing.

7. PAYMENT

7.1 The Supplier shall invoice the Company no later than twelve (12) days after the end of the month in which the Goods were delivered (as evidenced by the signed acknowledgement of receipt as set out in condition 6.1.3) or Services performed, as the case may be, and each invoice shall quote the number of the Purchase Order. Invoices received by the Company thirteen (13) days or more after the end of the month in which the Goods or Services to which they relate are despatched or performed will be deemed to relate to Goods or Services despatched or performed in the following month.

7.2 Unless otherwise stated in the Purchase Order, the Company shall pay the Price or relevant portion of the Price of the Goods delivered and/or the Services performed within 30 days after the end of the month of delivery of the Goods and/or performance of the Services in question by the Company or receipt by the Company of a proper Invoice (which satisfies the provisions of this condition 7) if later.

7.3 Without prejudice to any other right or remedy of the Company, where at any time after delivery the Company becomes aware of any defect (latent or otherwise) in the Goods and/or Services the Company shall be entitled to require repayment in full (or where part only of the Goods and/or Services is affected by the defect, repayment in respect of that part of) the Price paid for such Goods and/or Services and shall be entitled to set off, deduct or withhold such an amount against or from any amounts payable by the Company to the Supplier and/or to make a "contra" accounting entry on the Supplier's account in that respect.

7.4 Every invoice must be addressed to the Company and must relate to a single order only, state the Company's relevant order number and show clearly whether it relates to the whole of that order, a part of that order or the balance of that order.

7.5 Where Goods are to be supplied on a call-off basis over a Supply Period, the Supplier shall invoice the Company separately for each delivery of Goods. The Company's liability to pay for the Goods shall only arise when a written order for Goods has been made by the Company and the Goods have been delivered.

8. DOCUMENTATION

8.1 All correspondence must quote the Company's official Purchase Order number. All advice notes and despatch notes must be sent to the delivery address on the Purchase Order.

9. TITLE AND RISK

9.1 The title of the Goods shall pass to the Company on delivery or on payment whichever is the earlier. Risk of damage or loss shall remain with the Supplier until payment in accordance with Condition 6.1. Goods paid for by the Company but held in stock by the Supplier offsite shall be labelled to indicate the Company name, order number and delivery address.

10. REMEDIES

- 10.1 Without prejudice to any other right or remedy which the Company may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the material terms of the Purchase Contract (including but not limited to any failure by the Supplier to deliver Goods and/or perform the Services in accordance with the Delivery Schedule or Supply Period where time is or has been made of the essence) or if the Supplier becomes or in the reasonable opinion of the Company is likely to become Insolvent, the Company shall without prejudice to its other rights be entitled to avail itself of any one or more of the following remedies at its discretion without any liability or obligation to the Supplier, whether or not any part of the Goods and/or Services have been accepted by the Company;
- 10.1.1 to cancel any Purchase Contract (in whole or in part);
 - 10.1.2 to refuse to accept any further deliveries of the Goods and/or performance of the Services;
 - 10.1.3 to reject the Goods and/or Services (in whole or in part) (and in the case of Goods return them to the Supplier at the risk and cost of the Supplier) on the basis that if any payment has been made by the Company that a full refund for the Goods and/or Services shall be paid immediately by the Supplier;
 - 10.1.4 to permit the Supplier to replace or reinstate the Goods or re-perform the Services so that they conform to the Contract and to delay payment until the requirements of the Purchase Contract has been fulfilled to the Company's reasonable satisfaction;
 - 10.1.5 to carry out or have carried out at the Supplier's expense, such work as is necessary for the Goods and/or Services to conform to the Purchase Contract and to delay payment until the requirements of the Purchase Contract have been fulfilled;
 - 10.1.6 to obtain goods and/or services from other sources in order to maintain progress on the works upon which the Company is engaged and in such circumstances the Company shall have no liability for payment or otherwise in respect of the Goods and/or the Services ordered but not delivered. Any additional costs thereby incurred by the Company, including but not restricted to the difference in price paid for Goods and/or Services which should have been delivered under this Purchase Contract and goods and/or services obtained from an alternative source, shall be recoverable from the Supplier. This condition shall have the effect of reducing the quantity of Goods and/or the scope of the Services to be supplied by the Supplier under this Purchase Contract by the quantity of goods and/or the scope and level of service obtained from the alternative source, as the case may be. The Supplier shall have no rights to revise its prices as a result of the Company exercising its discretion under this condition, and the Supplier is not relieved of compliance with this Purchase Contract in all respects in connection with Goods and/or Services supplied prior to the exercise by the Company of its discretion under this Condition, and with Goods and/or Services which still remain to be supplied thereafter.
- 10.2 Goods rejected under this Condition shall be removed by the Supplier at the Supplier's expense, within fourteen (14) days of the date of receipt of the notification of rejection. In the event of the Supplier failing to remove the rejected Goods or any of them within such period the Company shall be at liberty to return the same or any of them, at the Supplier's risk, the costs thereof being recoverable from the Supplier.
- 10.3 It shall be deemed to be within the contemplation of both the Company and the Supplier that where there is a default on the part of the Supplier, such default may disrupt and/or delay the Company in the execution of its works thereby causing the Company to suffer and/or incur loss and/or damage.

11. CANCELLATION

- 11.1 Without prejudice to any other right to terminate this Purchase Contract which the Company may possess, the Company shall be entitled in its sole discretion to cancel the Contract (for all or part of the Goods and/or Services and whether the Goods were ordered on a call-off basis or otherwise) by giving written notice to the Supplier at any time before delivery. If the Company exercises this right of cancellation it shall be bound to pay the Supplier for all Goods and/or Services already properly delivered in accordance with the Purchase Contract but shall have no other liability of whatsoever nature to the Supplier under or in connection with the Purchase Contract.

12. CONFIDENTIALITY

- 12.1 The Supplier shall keep confidential all information belonging to or held by the Company which may come into the Supplier's possession in consequence of this Purchase Contract ("the confidential information") and shall not without the prior consent of the Company divulge any of the confidential information to a third party or use the confidential information for any purpose, other than is necessary for performance of its obligations under this Purchase Contract. The above provisions of this condition shall not apply to information which is in the public domain otherwise than through a breach of this condition, or information known to the Supplier prior to becoming confidential information and not the subject of any other objection of confidentiality, or information obtained from a third party who is free to disclose the same. The Supplier shall ensure that any sub Supplier used in relation to the Purchase Contract is bound by a confidentiality provision in similar terms to this condition in relation to information belonging to, or held by, the Company.

13. INTELLECTUAL PROPERTY

- 13.1 The Supplier warrants to the Customer that;
- 13.1.1 the supply and use of the Goods and/or the Services does not and will not infringe the IPR of any third party; and
 - 13.1.2 to the extent that any Goods to be supplied under the Contract are supplied to detailed designs not originating from, or supplied by, the Company or by a process or method the use of which is not specifically directed by the Company, and the use of any such process or method under this Contract, does not and will not infringe the IPR of any third party.
- 13.2 The Supplier will indemnify fully and keep the Company fully indemnified against any of the following;
- 13.2.1 all actions, proceedings, liabilities (including direct or indirect liabilities) claims, demands;
 - 13.2.2 all losses or damages (including indirect consequential or special losses or damages);
 - 13.2.3 all reasonable out-goings, reasonable costs, reasonable expenses (including legal expenses); awarded against, paid by, taken incurred by or issued against the Company as a result of any breach by the Supplier of the provisions of condition 13.1.

14. INDEMNITY

- 14.1 It is a condition of this Purchase Contract that the Supplier will be liable for and indemnify and keep indemnified the Company against all loss, damage, claims, royalties, proceedings, costs and expenses arising under any statute or at common law in respect of loss/damage to property real or personal or the death or injury to any person whatsoever and howsoever caused or arising out of this Purchase Contract except such as may arise through the wrongful act, neglect or omission of the Company.
- 14.2 The Supplier shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with;
- 14.2.1 any claim by employers, clients or customers of the Company and their sub-buyers arising out of any breach, non-performance or non-observance whatsoever by the Supplier of its obligations under the Purchase Contract; and
 - 14.2.2 any liability under the Consumer Protection Act 1987 in respect of the Goods.

15. INSURANCE

- 15.1 Unless provided otherwise in the Special Conditions, the Supplier shall have in force and shall maintain a policy of insurance in respect of its liabilities under the Purchase Contract with a limit of indemnity not less than £5,000,000 (five million pounds) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance. The Supplier shall upon each request made by the Company provide satisfactory evidence (in the form of a broker's letter) that it is maintaining insurance in accordance with this condition 15.

- 15.2 If required to do so, the Supplier shall either prior to, during, or at any time after commencement of the contract produce documentary evidence confirming that professional indemnity insurance, to a reasonable and proper level has been taken out and will be maintained for a period of 6 years following delivery of the Goods or performance of the Services. If further required to do so, the Supplier must, at annual intervals for a period of 6 years from the date of delivery of the Goods and/or completion of the Services, produce evidence confirming that the insurance is being maintained at the same level.

16. VISITS, INSPECTION AND QUALITY

- 16.1 The Company reserves the right to make visits at any reasonable time to any or all of the Supplier's premises and/or the Supplier's sub suppliers for the purpose of inspecting and/or testing work-in-progress and shall give not less than 24 hours notice of any such visit.
- 16.2 No modification to quality or specification shall be made without written authorisation from the Company. Application must be made for permission to make any such modifications in sufficient time to allow full consideration of the proposal by the Company's personnel.
- 16.3 The Supplier will if required supply samples free of charge to the Company for the purpose of design, performance and surveillance inspection and testing. Samples may be collected by the Supplier on completion of such tests in such condition as the nature of the tests permit.
- 16.4 The Supplier shall produce to the Company on demand true and accurate copies (certified to be such) of all test certificates and reports prepared by it in relation to the Goods.

17. GENERAL

- 17.1 If any wording in any provision of these General Conditions of Purchase is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such wording shall be severed from these General Conditions of Purchase, and the remainder of that provision and the other remaining provisions hereof shall continue in full force and effect as if these General Conditions of Purchase had been executed with the invalid, illegal unenforceable wording eliminated.
- 17.2 No variation of these General Conditions of Purchase (or to any Purchase Contract made pursuant to these General Conditions of Purchase) shall be binding upon the parties unless the same shall be in writing duly signed by an authorised representative of the Company and the Supplier on its behalf and such variation shall be particular to the circumstances mentioned by such writing and shall not be regarded as a general variation.
- 17.3 The failure of either party to insist upon strict performance of any provision of the General Conditions of Purchase (or to any Purchase Contract made pursuant to these General Conditions of Purchase), or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these General Conditions of Purchase (or to any Purchase Contract made pursuant to these General Conditions of Purchase).
- 17.4 Subject to the specification limitation set out in these General Conditions of Purchase, no remedy conferred by any provision of these General Conditions of Purchase is intended to be exclusive of any other remedy except as expressly provided for in these General Conditions of Purchase and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder under existing law or in equity by statute or otherwise.
- 17.5 The Supplier agrees that the Company may set off against any sums due to the Supplier under this Purchase Contract for any amounts due to the Company from the Supplier under any other contracts and for any loss and/or expense and/or damages incurred or likely to be incurred by the Company arising from breaches of contract between the Company and the Supplier either in respect of this Purchase Contract or any other contract between the parties.
- 17.6 A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that act.

17.7 The General Conditions of Purchase (and any Purchase Contract made under these General Conditions of Purchase) shall in all respects be governed by English Law and the Supplier and the Company agree to submit to the non-exclusive jurisdiction of the English Courts.