

## AMBIC EQUIPMENT LIMITED

### TERMS AND CONDITIONS OF PURCHASE

**The following terms and conditions apply to all purchases of goods or services by Ambic Equipment Limited. Please read them carefully and retain a copy for your records.**

1. **INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions.

**Business Hours:** 9.00am to 5.30pm Monday to Thursday and 9.00am to 3.00pm on Fridays excluding Bank Holidays in England and Wales.

**Company:** Ambic Equipment Limited, a company registered in England and Wales under company number 01381911 and whose registered office is at Avenue Four, Station Lane, Witney, Oxfordshire OX28 4XT

**Company's Equipment:** any equipment, systems, cabling or facilities provided by the Company and used directly or indirectly in the supply of the Services.

**Company's Purchase Manager:** the Company's purchase manager for the Services and/or Goods.

**Deliverables:** all Documents, products and materials developed by the Supplier in any form, including computer programs, data, reports and specifications (including drafts).

**Document:** includes 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.

**Goods:** any goods agreed in the Purchase Order to be bought by the Company from the Supplier (including any part or parts of them).

**Intellectual Property Rights:** 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 rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Key Personnel:** any member of the Supplier's Team who is identified as being key in the Purchase Order and any replacement made in accordance with these conditions.

**Purchase Order:** the Company's written instructions to purchase the Goods and/or Services.

**Services:** the services to be provided by the Supplier to the Company under the terms of the Purchase Order.

**Supplier:** the person, firm or company that accepts the Company's Purchase Order or which supplies the Goods or Services to the Company.

**Supplier's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its sub-contractors and used directly or indirectly in the supply of the Goods or Services which are not the subject of a separate agreement between the parties under which title passes to the Company.

**Supplier's Manager:** the Supplier's manager for any Goods or Services being supplied, appointed under clause 20.

**Supplier's Team:** the Supplier's manager and all employees, consultants, agents and sub-contractors which it engages in relation to the Services.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

## SECTION A

**The following terms apply to both Goods and Services purchased by the Company:**

### GENERAL

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 A reference to one gender includes a reference to the other gender.
- 1.4 Clause headings do not affect the interpretation of these conditions.
- 1.5 Subject to any variation under clause 1.8, these conditions are the only conditions upon which the Company is prepared to deal with the Supplier and they shall govern the Purchase Order to the entire exclusion of all other terms or conditions.
- 1.6 Each Purchase Order for Goods and/or Services by the Company from the Supplier shall be deemed to be an offer by the Company to purchase such Goods and/or Services subject to these conditions and no Purchase Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order, in whole or in part accepts the offer.
- 1.7 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Purchase Order and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 1.8 These conditions apply to all the Company's purchases and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a director of the Company.

- 1.9 Each right or remedy of the Company under the Purchase Order is without prejudice to any other right or remedy of the Company whether under the Purchase Order or not.
- 1.10 If any provision of the Purchase Order is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Purchase Order and the remainder of such provision shall continue in full force and effect.
- 1.11 Failure or delay by the Company in enforcing or partially enforcing any provision of the Purchase Order shall not be construed as a waiver of any of its rights under the Purchase Order.
- 1.12 Any waiver by the Company of any breach of, or any default under, any provision of the Purchase Order by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Purchase Order.
- 1.13 The parties to the Purchase Order do not intend that any term of the Purchase Order or these conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to them.
- 1.14 The Supplier shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Purchase Order.
- 1.15 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Purchase Order.
- 1.16 Any obligation in the Purchase Order on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.17 Nothing in the Purchase Order is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 2. **PAYMENT**

- 2.1 The Company shall pay each invoice properly due, issued and submitted to it by the Supplier within the time schedule agreed at the time of the Purchase Order.
- 2.2 Time for payment shall not be of the essence of the Purchase Order.

## 3. **INDEMNITY AND INSURANCE**

- 3.1 The Supplier shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses)

awarded against or incurred or paid by the Company as a result of or in connection with:

- (a) defective workmanship, quality or materials or negligent provision of the Services;
- (b) any infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods and/or provision of the Services (including the Deliverables); and
- (c) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any company or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Purchase Order by the Supplier.

3.2 The Supplier agrees that it shall maintain in force with a reputable insurance company professional indemnity insurance in an amount not less than £1,000,000 (one million pounds sterling) and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium. This cover must be maintained for at least one year after delivery of any Goods and for at least one after the provision of any Services under a Purchase Order.

#### **4. CONFIDENTIALITY**

4.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Company or its agents and any other confidential information concerning the Company's business or its products which the Supplier may obtain.

4.2 The Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Supplier's obligations to the Company and shall ensure that those employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 All Intellectual Property Rights in materials prepared or developed by the Supplier in connection with providing the Services (including the Deliverables) under any Purchase Order shall be the absolute property of the Company and be vested in the Company immediately upon creation unless the Company and Supplier agree otherwise in writing.

5.2 The Supplier will keep the Company informed of the existence of such Intellectual Property Rights and will do all things necessary, at the Company's request and expense, to vest such items in the Company with full title.

5.3 The Supplier agrees that where it carries out bespoke manufacturing of Goods for the Company then all Intellectual Property Rights in those Goods shall vest entirely with the Company unless otherwise agreed in writing.

6. **COMPANY PROPERTY**

6.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of Intellectual Property Rights in all drawings, specifications and data supplied by the Company to the Supplier (or not so supplied but used by the Supplier specifically in the manufacture of the Goods or provision of the Services) shall at all times be and remain the exclusive property of the Company but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company.

6.2 Those materials, equipment, tools, dies, moulds, copyright, design rights and other Intellectual Property Rights shall not be disposed of other than in accordance with the Company's written instructions, nor shall those items be used otherwise than as authorised by the Company in writing. In particular the Supplier may not sell, distribute, lease or otherwise sell or dispose of such tools, materials or Intellectual Property Rights without the Company's express written permission.

7. **REMEDIES**

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 terms of the Purchase Order the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by the Company:

- (a) to rescind the Purchase Order;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid immediately by the Supplier;
- (c) to refuse to accept the provision of any further Services by the Supplier and to request immediate repayment of all sums previously paid by the Company under the Purchase Order in respect of Services provided;
- (d) to purchase substitute Services elsewhere;
- (e) at the Company's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or rectify any defect in the Services by re-performance of any the Services at no cost to the Company or to request the supply of replacement Goods at no cost to the Company;
- (f) to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;
- (g) to carry out at the Supplier's expense any other work necessary to ensure the terms of the Purchase Order have been fulfilled; and

- (h) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Purchase Order.

**8. RIGHTS OF SET-OFF**

Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Supplier to the Company against any amount payable by the Company to the Supplier under any Purchase Order.

**9. FORCE MAJEURE**

The Company shall reserve the following rights in the event that the Company is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors:

- (a) the right to defer the proposed date or schedule for performance of the Services and/or payment for the Services;
- (b) the right to defer the date of delivery for the Goods or vary the volume of Goods ordered and vary the payment date for the Goods; and
- (c) the right to cancel or terminate any Purchase Order.

**10. TERMINATION**

10.1 The Company shall have the right at any time and for any reason to terminate any Purchase Order in whole or in part by giving the Supplier written notice whereupon all work on the Purchase Order shall be discontinued and the Company shall pay to the Supplier fair and reasonable compensation for work-in-progress (in respect of Services) and, in respect of Goods, reasonable compensation for any Goods that have already been manufactured at the Company's request at the time of termination providing that such compensation shall not include loss of anticipated profits or any consequential loss.

10.2 The Company shall have the right at any time by giving notice in writing to the Supplier to terminate any Purchase Order immediately if:

- (a) the Supplier commits a material breach of any of the terms and conditions of any Purchase Order and fails to remedy that breach within 14 days of being notified in writing of it; or
- (b) any distress, execution or other process is levied upon any of the assets of the Supplier; or
- (c) the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the

purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or

- (d) the Supplier ceases or threatens to cease to carry on its business; or
- (e) the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under any Purchase Order has been placed in jeopardy.

10.3 On termination of any Purchase Order for any reason the Supplier shall immediately deliver to the Company:

- (a) all copies of information and data provided by the Company to the Supplier for the purposes of that Purchase Order;
- (b) all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete.

10.4 If the Supplier fails to fulfil its obligations under clause 10.3, then the Company may enter the Supplier's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping.

10.5 The termination of any contract entered into pursuant to a Purchase Order, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. In particular, the provisions of clause 3, clause 4 and clause 5 shall survive termination howsoever arising. In addition the conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

## 11. **VARIATION**

No variation of a Purchase Order shall be valid unless it has been mutually agreed (either in writing or orally) by the Company and the Supplier.

## 12. **NOTICES**

12.1 Notice given under a Purchase Order shall be in writing, sent for the attention of the person, and to the address or fax number, given in that Purchase Order (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery.

12.2 A notice is deemed to have been received, if delivered personally, at the time of delivery or, in the case of fax, at the time of transmission, and in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this clause 11 is not within Business Hours, at 9.00 am on the first business day following delivery.

12.3 To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

**13. STATUTORY RIGHTS**

The Company's rights under any Purchase Order and these conditions are in addition to the statutory terms implied in favour of the Company by the Supply of Goods and Services Act 1982 and Sale of Goods Act 1979.

**14. GOVERNING LAW**

The formation, existence, construction, performance, validity and all aspects of any contract entered into pursuant to a Purchase Order and these conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

**SECTION B: PURCHASE OF GOODS**

**The following section applies to all purchases of Goods by the Company:**

**15. QUALITY AND DEFECTS**

15.1 The Goods shall be without fault and conform in all respects with the relative Purchase Order and specification and/or patterns supplied or advised by the Company to the Supplier.

15.2 At any time prior to delivery of the Goods to the Company the Company shall have the right to inspect and test the Goods at all times.

15.3 If the results of that inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the relative Purchase Order or to any specifications and/or patterns supplied or advised by the Company to the Supplier, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection.

15.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under any Purchase Order.

15.5 If any of the Goods fail to comply with the provisions set out in this clause 15 the Company shall be entitled to avail itself of any one or more remedies listed in clause 7.

16. **DELIVERY**

- 16.1 The Goods shall be delivered, carriage paid, to the Company's place of business or to such other place of delivery as is agreed by the Company in writing prior to delivery of the Goods. The Supplier shall off-load the Goods at its own risk as directed by the Company.
- 16.2 The date for delivery shall be specified in the relative Purchase Order, or if no such date is specified then delivery shall take place within 28 days of the date of that Purchase Order.
- 16.3 The Supplier shall invoice the Company upon, but separately from, despatch of the Goods to the Company.
- 16.4 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, the Purchase Order number, the date of the Purchase Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 16.5 Time for delivery shall be of the essence.
- 16.6 Unless otherwise stipulated by the Company in a Purchase Order, deliveries shall only be accepted by the Company within Business Hours.
- 16.7 If the Supplier requires the Company to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 16.8 If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 16.9 The Company shall not be deemed to have accepted the Goods until it has had seven days to inspect them following delivery. The Company shall also have the right to reject the Goods as though they had not been accepted for fourteen days after any latent defect in the Goods has become apparent.
- 16.10 The Supplier is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.

17. **RISK/PROPERTY**

The Goods shall remain at the risk of the Supplier until delivery to the Company is complete (including off-loading and stacking) when ownership of the Goods and risk in the Goods shall pass to the Company.

18. **PRICE**

- 18.1 The price of the Goods shall be stated in the Purchase Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges.
- 18.2 No variation in the price nor extra charges shall be accepted by the Company.

## **SECTION C: SUPPLY OF SERVICES**

**The following section applies to all Services purchased by the Company:**

### **19. COMMENCEMENT AND DURATION**

- 19.1 Any quotation by the Supplier for the provision of Services shall constitute an offer by the Supplier to supply the Services specified in it on these conditions.
- 19.2 No offer placed by the Supplier shall be accepted by the Company other than by the Company issuing a written and signed Purchase Order, at which point a contract for the supply and purchase of those Services on these conditions will be established.
- 19.3 The Supplier's standard terms and conditions (if any) attached to, enclosed with or referred to in any quotation, specification or other Document shall not govern the contract for the provision of the Services, which shall instead be governed by the terms of the Purchase Order and these conditions.
- 19.4 The Services supplied under the Purchase Order shall be provided by the Supplier to the Company in accordance with the date for commencement of Services specified in the Purchase Order and shall continue to be supplied until the Services are completed in accordance with the date, period and/or objectives specified in the Purchase Order, unless the Purchase Order is terminated in accordance with clause 10.

### **20. SUPPLIER'S RESPONSIBILITIES**

- 20.1 The Supplier shall provide the Services, and deliver the Deliverables to the Company or as the Company may direct, in accordance with the scope and specifications of the Services set out in the Purchase Order and shall allocate sufficient resources to the Services to enable it to comply with this obligation.
- 20.2 The Supplier shall:
  - (a) co-operate with the Company in all matters relating to the Services;
  - (b) subject to the prior written approval of the Company, appoint, or at the written request of the Company, replace without delay:
    - (i) the Supplier's Manager in respect of each Purchase Order who shall have the authority to contractually bind the Supplier on all matters relating to the Services; and
    - (ii) Key Personnel, who shall be suitably skilled, experienced and qualified to carry out the Services.
  - (c) subject to clause 20.2(b), ensure that the same person acts as the Supplier's Manager throughout the duration of the provision of Services under the relevant Purchase Order or Purchase Orders;
  - (d) promptly inform the Company of the absence or anticipated absence of the Supplier's Manager or any Key Personnel and, if the Company requires, provide a suitably qualified replacement;
  - (e) not make any changes in the Supplier's Manager without the prior written approval of the Company not to be unreasonably withheld or delayed;

- (f) ensure that the Supplier's Team use reasonable skill and care in the performance of the Services; and
- (g) ensure that the Supplier's Manager liaises with the Company's Purchase Manager to ensure that the Services are performed satisfactorily and in a timely manner.

20.3 The Supplier shall:

- (a) observe, and ensure that the Supplier's Team observes, all health and safety rules and regulations and any other reasonable security requirements that apply at the Company's premises. The Company reserves the right to refuse the Supplier's Team access to the Company's premises, which will only be given to the extent necessary for the performance of the Services;
- (b) notify the Company as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and
- (c) before the date on which the Services are to start, obtain and at all times maintain all necessary licences and consents and comply with all relevant legislation in relation to:
  - (i) the Services;
  - (ii) the installation of any Supplier's Equipment;
  - (iii) the use of any Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the relative Purchase Order including computer programs, data, reports and specifications; and
  - (iv) the use of the Company's Equipment.

21. **COMPANY'S OBLIGATIONS**

The Company shall:

- (a) co-operate with the Supplier in all matters relating to the Services and appoint the Company's Purchase Manager in relation to the Services, who shall have the authority contractually to bind the Company on matters relating to the Services;
- (b) provide such access to the Company's premises and data, and such office accommodation and other facilities as may reasonably be required by the Supplier and agreed with the Company, in advance, for the purposes of the Services; and
- (c) provide such information as the Supplier may reasonably request and the Company considers reasonably necessary in order to carry out the Services in a timely manner, and ensure that it is accurate in all material respects;
- (d) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Company's premises.

**22. CHANGE CONTROL**

- 22.1 If either the Company or the Supplier wishes to change the scope or execution of the Services it shall submit details of the requested change to the other in writing.
- 22.2 If the Company requests a change to the scope or execution of the Services:
- (a) the Supplier shall, within a reasonable time (and in any event not more than five working days after receipt of the Company's request), provide a written estimate to the Company of:
    - (i) the likely time required to implement the change;
    - (ii) any necessary variations to the Supplier's charges arising from the change; and
    - (iii) any other impact of the change on the terms of the relative Purchase Order.
  - (b) if the Company does not wish to proceed, there shall be no change to that Purchase Order; and
  - (c) if the Company wishes the Supplier to proceed with the change, the Supplier shall do so after agreement on any necessary variations to its charges, the Services, and any other relevant terms of the Purchase Order in question to take account of the change and the Purchase Order shall be varied in accordance with clause 11.
- 22.3 If the Company wishes the Supplier to proceed with a change or set of changes requested by the Supplier, the Supplier shall do so, following a variation of the relative Purchase Order in accordance with clause 11. Unless the Supplier's request was attributable to the Company's non-compliance with the Company's obligations, neither the Supplier's charges, or any other terms of the relative Purchase Order shall vary as a result of such change.

**23. CHARGES AND PAYMENT**

- 23.1 Clause 23.2 shall apply if the Supplier provides the Services on a time and materials basis. Clause 23.3 shall apply if the Supplier provides the Services for a fixed price. The remainder of this clause 23 shall apply in either case.
- 23.2 Where the Services are provided on a time and materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates for the Supplier's Team;
  - (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked during Business Hours;
  - (c) the Supplier shall be entitled to charge on a pro rata basis for part-days worked by the Supplier's Team;
  - (d) the Supplier shall ensure that the members of the Supplier's Team complete time sheets recording time spent on the Services, and the Supplier shall use those time sheets to calculate the charges covered by each monthly invoice referred to in clause 23.2(e); and

- (e) the Supplier shall invoice the Company monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 23.2 and clause 23.4. Each invoice shall set out the time spent by each member of the Supplier's Team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
  - (f) The Supplier shall allow the Company to inspect these records and time sheets at all reasonable times on request.
- 23.3 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the relative Purchase Order. The total price shall be paid to the Supplier in the manner and according to the time period specified in that Purchase Order. At the end of a period specified in the Purchase Order the Supplier shall invoice the Company for the charges that are then payable, together with expenses, the costs of materials (and VAT, where appropriate) calculated as provided in clause 23.4.
- 23.4 The Supplier's charges exclude VAT, which the Supplier shall add to its invoices at the appropriate rate. The Company shall only reimburse expenses of the Supplier where prior written agreement has been made at the time of the relative Purchase Order.
- 23.5 Claims for payment in respect of materials purchased by or services provided to the Supplier, or for reimbursement of expenses, shall be payable by the Company only if accompanied by relevant receipts and approved in advance in accordance with clause 23.4.
- 24. **QUALITY OF SERVICES**
- 24.1 The Supplier warrants to the Company that:
  - (a) the Supplier will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
  - (b) the Services will conform with all descriptions and specifications provided to the Company by the Supplier;
  - (c) the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force and the Supplier will inform the Company as soon as it becomes aware of any changes in that legislation.