

## SECTION 1: SPECIFIC TERMS FOR SUPPLY OF PRODUCE

### 1. Definitions:

- 1.1 Customer is Minor, Weir & Willis Limited (MWW) or any of its fellow Group Companies.
- 1.2 Supplier is the entity providing goods or services to MWW.

### 2. Goods and Prices:

- 2.1 The specification, quantity, prices and applicable currency are as agreed by both customer and supplier in writing.
- 2.2 **Agreed Rebates:** Any rebate against the value of all invoices relating to Goods supplied pursuant to Orders placed under this Supply Framework Agreement set out in Paragraph 11 below or which is otherwise agreed by the Customer and the Supplier from time to time in writing shall (unless otherwise agreed in writing) be payable to the Customer by the Supplier on a quarterly basis at the end of March, June, September and December, or any other payment schedule agreed in writing between the parties. Any such rebate shall be subject to an annual reconciliation exercise to ensure that the correct amounts have been paid.
- 2.3 **Agreed Discounts:** Any discount which is agreed by the Customer and the Supplier from time to time in writing shall be applied to all invoices relating to Goods supplied pursuant to Orders placed under this this Supply Framework Agreement.
- 2.4 **Advance Payments:** Any advance payment in relation to the supply of any Goods which the Customer has agreed to pay in writing shall be paid at the time agreed in writing and where so paid shall be deducted from the invoiced price of the Goods concerned. In any circumstances where the Customer makes an advance payment in respect of Goods and the invoiced price of such Goods is less than the advance payment the Supplier shall (without prejudice to any rights and remedies of the Customer) at the Customer's request either refund to the Customer the amount of the overpaid balance. The customer reserves the right to offset any unpaid amounts against future invoices from the supplier

### 3. Payment Terms:

- 3.1 Unless otherwise agreed in writing payment terms are 35 days from invoice date or physical receipt of Goods whichever is the later, subject to the acceptance of the Goods and receipt of a valid invoice.
- 3.2 For Invoices to be valid:
- The invoice must reference the relevant Order
  - Goods invoiced must correspond to the referenced Order
  - Goods invoiced must have been supplied and accepted by the Customer
  - Goods must be invoiced correctly at the agreed prices and in the agreed currency

### 4. Forecasts and Ordering:

- 4.1 Goods must be supplied only following receipt of a valid Order
- 4.2 Orders may be placed by the Customer during the period of this Supply Framework Agreement but the Customer shall not be under any obligation to place any Orders or purchase any minimum quantity of Goods. All Orders shall be subject to the General Terms and Conditions (Section 2).
- 4.3 Non-binding forecasts of anticipated Customer requirements may be provided on a weekly or monthly basis.
- 4.4 The Supplier shall inform the Customer immediately if considers it will not be able to fulfil an Order or that the Customer has made a mistake in any Order.

### 5. Delivery:

- 5.1 Unless agreed otherwise in writing Goods will be delivered by the Supplier to the delivery point nominated by the Customer in writing in accordance with the applicable Incoterm specified between both parties.
- 5.2 The date for delivery shall be as specified in the relevant Order unless otherwise agreed by the Customer in writing. The Supplier shall advise the Customer as soon as is practically possible of any anticipated delay in delivery
- 5.3 The Supplier shall accurately complete and return a load plan for every delivery to avoid incurring any rejections, charges, and/or invoice queries upon shipping the goods.
- 5.4 The Supplier shall ensure that all required temperature regimes are adhered to throughout the delivery process and that these are appropriately checked.
- 5.5 The Supplier shall ensure that any instructions to hauliers such as temperature settings are consistent with Customer requirements notified to the Supplier. Where Goods are being imported the Supplier must complete the appropriate load documentation with or before shipment to include any preferential duty documents.
- 5.6 From time to time the Customer may request expedited delivery including additional products and the Supplier will use best endeavours to meet any such request. The Customer shall pay the reasonable cost of any requested expedited delivery provided it has been notified of the cost prior to it being incurred.
- 5.7 Delivery shall only be accepted by the Customer if a pre-arranged booking slot has been made and delivery is made within that slot.
- 5.8 Deliveries shall be made in line with the Customer's pallet density requirements and the Customer reserves the right to recharge costs incurred for non- compliance as follows:
- Pallet build too high / outside of our specifications - All costs associated with rectification prior to storage within the Customer's warehouse.
  - Collapsed Pallets - All costs associated with rebuilding of the pallet prior to storage within the Customer's warehouse.

Any such costs shall be in addition to any liability of the Supplier for any rejected Goods and/or delay in delivery.

#### 6. **Quality Assessment:**

- 6.1 All produce related Goods ordered and supplied must be made under the Global Gap or Assured Produce certification, or any other certification as agreed by the MWW Technical Team prior to commencement of supply.
- 6.2 All goods must comply with all UK and European food legislation
- 7.3 All Goods will be inspected within 24 hours of arrival. Loose products for packing will undergo additional quality assessment upon further processing which will be carried out within a reasonable period of time after receipt.
- 7.4 Goods for ripening, will be subject to further inspection and assessment following ripening of the Goods concerned.
- 7.5 The Customer shall be entitled to undertake further quality assessments on Goods to ensure that they comply with contractual requirements and shall if the quality of Goods is reassessed report to the Supplier accordingly. Matters resulting in a reassessment include (without limitation):
- Goods not achieving agreed shelf life
  - On packing or labelling there being a greater grade out of Goods than indicated in the initial assessment
  - On ripening, the yield is lower than expected due to losses incurred or diseased fruit
- 7.6 Within 24 hours of receipt or as soon as reasonably practical thereafter, the Customer shall send the Supplier a written quality report for each delivery received, and where subsequent assessments are made additional reports will be forwarded to the Supplier. The Customer reserves the right to recharge the Supplier for the cost of any external testing which may be required.
- 7.7 The Customer shall be entitled to reject Goods which fail to meet its product quality requirements. If the Supplier wishes to query or dispute any quality assessment results in writing it shall notify the Customer in writing within 24 hours of receipt of the assessment concerned otherwise it shall be deemed to have accepted such assessment.

#### 7. **Customer Charges:**

Without prejudice to any other rights and remedies of the Customer the Supplier shall be liable for and the Customer may recharge to the Supplier the following:

- 8.1 Where product quality is acceptable but repacking is required because of faulty or defective packaging:
- Cost of labour charged at the Customer's applicable standard internal labour rate.
  - Cost of all packaging material required to repack.
- 8.2 In addition, where product quality is unacceptable:
- Cost of labour incurred at the Customer's applicable standard internal labour rate.
  - where the Customer disposes of Goods all costs of disposing Goods such costs to include the applicable landfill charges
  - Any actual produce cost (or part thereof) which has been paid to the Supplier in respect of the Goods concerned
  - Any additional cost incurred in obtaining suitable alternative goods
  - Where yields are below agreed levels or produce losses are above agreed limits, the price payable for the Goods shall be adjusted accordingly to reflect such yields and/or losses
  - Actual cost of delivery where paid directly by the Customer
  - Cost of labour, QA and administration appropriate for above disposal actions

#### 9. **Key Performance Indicators (KPIs):**

- 9.1 The Customer will measure the Supplier against a set of KPIs which may include the following:
- Order fulfilment
  - On time delivery
  - Product quality
  - Complaints
  - Withdrawals / and recalls
  - Compliance
  - Technical and product specifications
  - Ethical, environmental and sustainability
  - Correct Invoicing
  - Competitor benchmarks
- 9.2 Material and/or persistent failure to achieve standards expected by the Customer may lead to the suspension of ordering, the cancellation of Orders, the de listing of product lines and /or the termination of this Supply Agreement. For less serious failures, the Customer may agree a remediation plan which the Supplier will be obliged to implement successfully in order to continue as a supplier.

#### 10 **Account Management:**

- 10.1 The Supplier shall provide the Customer with contact details for the Supplier's key representatives (landline and mobile phone) and shall ensure that cover is provided for periods of absence including any holiday periods and unforeseen absences.
- 10.2 The Supplier shall respond to everyday operational issues from the Customer within a reasonable time and immediately to any query that the Customer expresses to be urgent.
- 10.3 All queries to the Customer shall be directed to the relevant correspondence address as below or as otherwise notified by the Customer to the Supplier in writing. All correspondence to any of the email addresses below must also include a copy to the Customer Buyer contact



Invoice queries:	<a href="mailto:invoice.queries@mww.co.uk">invoice.queries@mww.co.uk</a>
Payments:	<a href="mailto:finance@mww.co.uk">finance@mww.co.uk</a>
Deliveries Inwards & Returns:	<a href="mailto:goodsinwards@mww.co.uk">goodsinwards@mww.co.uk</a>
Quality assessments and clarifications:	<a href="mailto:technical-Fruit@mww.co.uk">technical-Fruit@mww.co.uk</a>
	<a href="mailto:technical-Salad@mww.co.uk">technical-Salad@mww.co.uk</a>
	<a href="mailto:technical-Veg@mww.co.uk">technical-Veg@mww.co.uk</a>
Commercial and all claims:	<a href="mailto:commercialFruitteam@mww.co.uk">commercialFruitteam@mww.co.uk</a>
	<a href="mailto:commercialVegteam@mww.co.uk">commercialVegteam@mww.co.uk</a>
	<a href="mailto:commercialSaladTeam@mww.co.uk">commercialSaladTeam@mww.co.uk</a>



## **SECTION 2: GENERAL TERMS AND CONDITIONS**

### **1. Definitions**

1.1 In these conditions the following words and phrases shall have the following meanings:

“**Conditions**” means the terms and conditions of purchase set out in this document.

“**Contract**” means the contract between the Supplier and the Customer for sale and purchase of Goods and/or Services in accordance with these Conditions.

“**Customer**” means Minor Weir & Willis Limited (“MWW”) or any subsidiary (as defined in section 1159 of the Companies Act 2006) of MWW placing the Order.

“**Delivery Date**” means the date for delivery of Goods as specified in the relevant Order.

“**Delivery Point**” the place where delivery of the Goods is to take place.

“**Goods**” means the goods (or any part of them) set out in the Order and any related services to be provided by the Supplier under the Contract...

“**Intellectual Property Rights**” means all intellectual property or industrial rights of any type in any state or country whether registered or un-registered. This includes all applications (or rights to apply) for and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection which exist now or will exist in the future in any part of the world.

“**Mandatory Policies**” means the policies of the Customer with which the Supplier must comply as set out in any Supply Agreement or as otherwise notified to the Supplier by the Customer in writing.

“**Normal Business Hours**” means 0900 to 1600, Monday to Friday, except for the Public Holidays.

“**Order**” means the Customer’s written order for the supply of the Goods and/or Services detailing valid Purchase Order Number, Price, Quantity, and agreed date.

“**Specification**” means any written specification for Goods and/or Services issued by the Customer.

“**Supplier**” means the person who accepts the Order.

“**Supply Agreement**” means any Supply Framework Agreement entered into by the Customer and the Supplier in relation to the supply of Goods

“**Incoterm**” a glossary of terms used in international commerce and trade, published by the International Chamber of Commerce

- (1) C&F (Cost And Freight),
- (2) CIF (Cost, insurance, And Freight),
- (3) Delivered At Frontier,
- (4) Delivered Duty Paid,
- (5) Ex quay,
- (6) Ex ship,
- (7) Ex works,
- (8) FAS (Free Alongside Ship),
- (9) FOB (Free On Board),
- (10) FOB Airport,
- (11) FOR/FOT (Free On Rail/Free On Truck),
- (12) Free carrier,
- (13) Free Carriage Paid To and Free Carriage Paid To And insurance.

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 Words in the singular include the plural and in the plural include the singular and a reference to one gender includes a reference to the other gender.

1.4 The headings in these Conditions are for convenience only.

1.5 The words “including”, “include”, “in particular”, “for example” or any similar expression shall not limit the sense of the words preceding those terms.

1.6 A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

### **2. BASIS OF CONTRACT**

2.1 The Customer’s only commitment to purchase Goods from the Supplier shall be as set out in an Order.

2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.3 Each Order constitutes an offer by the Customer to buy Goods in accordance with these Conditions.

2.4 The Order shall be deemed to be accepted on the earlier of:

- (a) The Supplier issuing a written acceptance of the Order; and
- (b) The Supplier doing any act consistent with fulfilling the Order,

At which point the Contract shall come into existence.

2.5 Once a Contract has come into existence the Supplier may not cancel the Contract without prior written agreement from the Customer.

### **3. QUALITY**

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and comply with any applicable Specification;

- (b) comply with any applicable quality requirements set out or referred to in a Supply Agreement;

- (c) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or implication and in this respect the Customer relies on the Supplier’s skill and judgment;

- (d) comply with all applicable statutory and regulatory requirements applicable to the Goods including all laws and regulations of the European Union and the United Kingdom relating to matters including but not limited to pesticides, chemical residues, hygiene, organic certification, genetic modification, labelling and packaging;

- (e) comply with all labelling, packaging, storage, handling and delivery requirements notified by the Customer to the Supplier

3.2 The Supplier shall comply with the Mandatory Policies and with its obligations under any applicable Supply Agreement...

3.3 The Customer may inspect Goods prior to delivery. The Supplier shall remain fully responsible for the Goods and any such inspection shall not diminish or otherwise affect the Seller’s obligations under the Contract. If following an inspection the Customer considers that Goods do not comply or are unlikely to comply with the requirements of the Contract the Customer shall inform the Supplier and the Supplier shall take such remedial action as is necessary to ensure compliance.

3.4 The Supplier shall supply such evidence of conformance with the requirements of clause 3.1 and 3.2 and of provenance of Goods as the Customer may require.

### **4. INDEMNITY**

4.1 The Seller shall keep the Customer indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Customer as a result of or in connection with:

- (a) any breach by the Supplier of its obligations under clause 3.1 or 3.2;
- (b) any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer’s employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or otherwise as a consequence of any breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

### **5. DELIVERY**

5.1 The Supplier shall deliver Goods in accordance with the applicable Incoterm to the Delivery Point on the Delivery Date during Normal Business Hours and in accordance with any time slot agreed with the Customer. If no applicable Incoterm is specified in the Supply Agreement or the relevant Order, or is otherwise agreed by the Customer in writing, the applicable Incoterm shall be DDP (Incoterm 2010).

5.2 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which shows without limitation the following:

- Order Number
- Date of Order,
- Number of packages and contents and,
- In the case of any permitted part delivery, the outstanding balance remaining to be delivered.

5.3 The Supplier shall not deliver Goods in instalments without the Customer’s prior written consent. Where the Customer agrees in writing to accept delivery by instalments they may be invoiced and paid for separately. However, in delay or failure to deliver an instalment or any defect in an instalment will entitle the Customer to exercise its remedies under clause 6 and refuse to accept all or any one of the remaining instalments.

5.4 The Customer shall not be deemed to have accepted the Goods until it has had a reasonable period to inspect Goods following delivery such period to be at least 24 hours following delivery. Following this inspection the Customer will confirm the status of the delivery and what action has been taken. The Customer shall be entitled to undertake further inspections and quality assessments of Goods in accordance with the Supply Agreement. Where Goods have failed to meet the requirements of clause 3.1 the Customer reserves the right (without prejudice to any other rights and remedies it has) to exercise any of its remedies under clause 6.

5.5 The Customer will continue to assess the quality of Goods during their life and advise the Supplier of any issues.

### **6. REMEDIES**

6.1 If the Goods are not delivered on the Delivery Date or do not comply with clause 3.1 and whether or not the Customer has delivered the Goods or the Customer has acquired ownership of or accepted the Goods, then without prejudice to any other rights which it may have, the Customer may:

- (a) terminate the Contract in whole or in part;
- (b) reject defective Goods (in whole or part) and require the Supplier at the Supplier’s sole risk and cost to collect such Goods and (in the case of perishable Goods) to destroy such Goods if not collected within two days of the Customer’s notice to collect;
- (c) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (d) recover from the Supplier any expenditure reasonably incurred by the Customer in obtaining goods in substitution from another supplier and/or in disposing of or in relation to the return of any rejected Goods; and
- (e) require the Supplier to replace any defective Goods or to provide a full refund of the price paid for the defective Goods; and



- (f) Claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to deliver the Goods on the Delivery Date.

6.2 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

#### **7. RISK AND OWNERSHIP**

7.1 Ownership of the Goods shall pass to the Customer when the Goods are delivered to or collected by the Customer, or when the Customer pays for them whichever is the earlier.

7.2 Without prejudice to the obligations of the Supplier in relation to the quality of the Goods risk in the Goods will pass to the Customer when unloading is complete at the Delivery Point. Ownership will only pass to the customer on acceptance of these goods subject to clauses 3, 7, and 8 which will continue to always apply.

#### **8. PRICE AND PAYMENT**

8.1 The price of the Goods (and the applicable currency) shall be as stated in the Order and unless otherwise agreed in writing by the Customer shall be exclusive of value added tax but inclusive of all other charges.

8.2 No variation in the price of any Goods nor extra charges shall be accepted by the Customer.

8.3 The Supplier shall invoice the Customer for the price of Goods following delivery and acceptance of such Goods. Each such invoice shall quote the Supplier's VAT number and shall comply with the requirements of the Customer notified to the Supplier including referencing the applicable Order number. Failure to do so will result in the payment being delayed until all required information has been supplied and verified. All invoices shall reflect any applicable discounts and/or rebates

8.4 Unless otherwise agreed in a Supply Agreement the Customer shall pay correctly rendered invoices within 35 days of the invoice date or physical receipt of the Goods concerned (whichever is the later). Payment shall be made by electronic payment to the bank account nominated by the Supplier in writing such nomination to be on Supplier letterhead and signed by a director or other authorised signatory of the Supplier

8.5 Any communication of new or amended bank account details shall be made by the Supplier to the Customer at least 14 days prior to the date of payment to allow the Customer time to verify and update its systems. The Customer reserves the right to charge the Supplier any costs it incurs as a result of incorrect bank details being provided or late provision of bank details.

8.6 Without prejudice to any other right or remedy, the Customer reserves the right to set off and/or deduct any amount owing at any time from the Supplier to the Customer (whether under this Contract or otherwise) against any amount payable by the Customer to the Supplier under the Contract. Such amounts to be set off and deducted may include any applicable rebates or discounts and/or any costs and/or losses incurred as result of Supplier's non-compliance with an Order.

#### **9. CONFIDENTIALITY**

The Supplier shall keep in strict confidence details of the Contract, all technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Customer or its agents and any other confidential information concerning the Customer's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the Customer under the Contract and shall ensure that such employees, agents or sub-contractors are obliged to keep such information confidential.

#### **10. TERMINATION**

10.1 The Customer may terminate the Contract in whole or part before delivery of the Goods by giving the Supplier written notice. In such circumstances the Customer shall pay to the Supplier fair and reasonable compensation for any Goods in transit at the time of termination but such compensation shall not include (and the Supplier shall not be entitled to any) loss of anticipated profits or any consequential loss and shall not exceed the price of the Goods concerned.

10.2 The Customer shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract with immediate effect if:

- (a) the Supplier commits a material breach of any of the terms and conditions of the Contract; or
- (b) or any distress, execution or other process is levied upon any of the assets of the Supplier; or 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 step is taken in another jurisdiction in connection with any analogous procedure in that jurisdiction; or
- (c) or the Supplier ceases or threatens to cease to carry on its business; or

- (d) The financial position of the Supplier deteriorates to such an extent that in the opinion of the Customer the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Termination of the Contract, however arising, shall not affect the rights and duties of the parties accrued prior to termination.

10.4 Clauses which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

#### **11. ASSIGNMENT**

11.1 The Supplier shall not be entitled to assign or transfer the Contract or any part of it without the prior written consent of the Customer.

11.2 The Customer may at any time assign or transfer the Contract or any of its rights or obligations under the Contract.

#### **12. FORCE MAJEURE**

12.1 In these Conditions an event of force majeure shall mean an event outside the parties' control including (without limitation) Acts of God, Acts of God, war, threat of war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, tempest, flood, epidemic, accident, acts or omissions on the part of any governmental or local authority or highways authority or public telecommunications, import or export regulations or embargoes, disruption of power supply, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).

12.2 The Customer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of Goods ordered if it is prevented from or delayed in the carrying on of its business due to any event of force majeure.

#### **13. GENERAL**

13.1 Each right or remedy of the Customer under the Contract is without prejudice to any other right or remedy of the Customer whether under the Contract or not.

13.2 If any provision of the Contract is found by any court or competent authority to be wholly or partly invalid or unenforceable the validity of the other provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by the Customer in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Customer of any breach of, or any default under, any provision of the Contract 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 Contract.

13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.6 The Contract and any claim or dispute arising under or in connection with it shall be governed by the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to determine any claim or dispute arising under or in connection with the Contract.

#### **14. RIGHT TO AUDIT**

14.1 The Customer or its representatives or agents shall have the right during normal working hours to inspect and/or audit the Supplier's premises, systems and records to verify the Supplier's compliance with its obligations under the Contract.

14.2 The Supplier shall cooperate with any such inspection or audit and provide reasonable access to its staff, systems and premises for the purpose of any inspection or audit.

#### **15. INSURANCE**

15.1 The Supplier shall during the period of the Contract and for a period of 12 months thereafter maintain in force public and product liability insurance with a reputable insurer for an amount of at least £5 million per event.

15.2 The Supplier shall if required by the Customer ensure that such insurance policies contain an "indemnity to principal" clause.

15.3 The Supplier shall in relation to the insurance policies referred to in clause 15.1 promptly on request provide to the Customer copies of insurance certificates giving details of the insurance cover and evidence that premiums have been paid up to date.

#### **16. INTELLECTUAL PROPERTY RIGHTS**

16.1 All Intellectual Property Rights in any specification, designs, documents or other materials which the Customer provides to the Supplier shall be and remain the Customer's property.

16.2 All Intellectual Property Rights created or arising in anything that the Supplier develops or which is developed on the Supplier's behalf to meet its obligations under the Contract shall be the property of the Customer and if required by the Customer the Supplier shall execute an assignment or transfer of any such rights to the Customer on such terms as the Customer shall reasonably require.

#### **17. GENERAL**

17.1 All communications between the parties about the Contract shall be in writing addressed to the other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision.

17.2 English law is the law applicable and both parties submit to the jurisdiction of the English courts.