

**Seeco (UK) Ltd**

**Terms & Conditions**

**1 : Sale**

**2 : Purchase**

# 1

## **Seeco (UK) Limited – Terms and Conditions of Sale**

These terms and conditions set out the terms on which we, Seeco (UK) Limited of Units 29 31 & 33 Brunel Road, Bedford, England, MK41 9TJ, Company No. 01892039 (“**Seeco**”), will provide goods (“**Goods**”) and/or services (“**Services**”) to any person or firm who purchases Goods and/or Services from Seeco (each a “**Customer**”). The Customer's attention is drawn in particular to the provisions of clause 9.

### **1. Basis of contract**

- 1.1 These terms and conditions (the “**Conditions**”) apply to the contract between Seeco and the Customer for the sale and purchase of the Goods and/or Services (the “**Contract**”) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.2 Each order by the Customer, as set out in the Customer's written acceptance of Seeco's quotation or the Customer's purchase order (as the case may be) (each an “**Order**”) constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any specification for the Goods and/or Services, including any related plans and drawings, that is agreed in writing by the Customer and Seeco (the “**Specification**”) are complete and accurate.
- 1.3 The Order will only be deemed to be accepted when Seeco issues a written acceptance of the Order, at which point the Contract will come into existence.
- 1.4 Any samples, drawings, descriptive matter or advertising produced by Seeco and any descriptions or illustrations contained in Seeco's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They will not form part of the Contract.
- 1.5 A quotation for the Goods and/or Services given by Seeco will not constitute an offer. A quotation will only be valid for a period of 7 days from its date of issue.

### **2. Specifications**

- 2.1 The Goods and/or Services are as described in the Specification (once agreed between the parties).
- 2.2 To the extent that the Goods are to be manufactured or Services provided in accordance with a Specification supplied by the Customer, the Customer will indemnify Seeco against all liabilities, costs, expenses, damages and losses suffered or incurred by Seeco in connection with any claim made against Seeco for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Seeco's use of the Specification. This clause 2.2 will survive termination of the Contract.
- 2.3 Seeco reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Seeco will notify the Customer in any such event.

### 3. Delivery of Goods

3.1 Seeco will ensure that:

3.1.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Seeco reference numbers, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

3.1.2 if Seeco requires the Customer to return any packaging materials to Seeco, that fact is clearly stated on the delivery note. The Customer will make any such packaging materials available for collection at such times as Seeco will reasonably request. Returns of packaging materials will be at Seeco's expense.

3.2 If Seeco agrees to deliver the Goods, Seeco will deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after Seeco notifies the Customer that the Goods are ready.

3.3 If Seeco agrees for the Customer to collect the Goods, the Customer will collect the Goods from Seeco's premises or such other location as may be advised by Seeco prior to delivery ("**Collection Location**") within three Business Days of Seeco notifying the Customer that the Goods are ready.

3.4 Delivery is completed on:

3.4.1 the completion of unloading of the Goods at the Delivery Location, in the case of deliveries by Seeco; or

3.4.2 the completion of the loading of the Goods at the Collection Location by the Customer, in the case of collections by the Customer.

3.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Seeco will not be liable for any delay in delivery of the Goods that is caused by any event, circumstance or cause beyond a party's reasonable control (a "**Force Majeure Event**") or the Customer's failure to provide Seeco with adequate delivery instructions, collect the Goods (where they have agreed to do so) or any other instructions that are relevant to the supply of the Goods.

3.6 If Seeco fails to deliver the Goods, its liability will be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Seeco will have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Seeco with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.7 If the Customer fails to take or accept delivery of the Goods when Seeco (or its authorised delivery provider) attempts to deliver in accordance with these Conditions or makes them available for collection (where agreed), then, except where such failure or delay is caused by a Force Majeure Event or Seeco's failure to comply with its obligations under the Contract in respect of the Goods:

- 3.7.1 delivery of the Goods will be deemed to have been completed at the time Seeco (or its authorised delivery provider) attempted to make the delivery or (in the case of collection) made them available for collection at Seeco's premises; and
- 3.7.2 Seeco will store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.8 If ten Business Days ("**Business Days**" being a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business) after the day on which Seeco notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, Seeco may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 3.9 Seeco may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate contract. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

#### **4. Quality of Goods**

- 4.1 Seeco warrants that on delivery the Goods will conform in all material respects with the Specification, be free from material defects in design, material and workmanship and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 4.2 Subject to clause 4.3, if:
- 4.2.1 the Customer gives notice in writing to Seeco within 7 days of receipt of the Goods that some or all of the Goods do not comply with the warranty set out in clause 4.1;
- 4.2.2 Seeco is given a reasonable opportunity of examining such Goods; and
- 4.2.3 the Customer (if asked to do so by Seeco) returns such Goods to Seeco's place of business at the Customer's cost,
- Seeco will, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 4.3 Seeco will not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:
- 4.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 4.2;
- 4.3.2 the defect arises because the Customer failed to follow Seeco's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 4.3.3 the defect arises as a result of Seeco following any drawing, design or specification supplied by the Customer;
- 4.3.4 the Customer alters or repairs such Goods without the written consent of Seeco;

- 4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 4.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.4 Except as provided in this clause 4., Seeco will have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
- 4.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 4.6 These Conditions will apply to any repaired or replacement Goods supplied by Seeco.

## **5. Title and risk**

- 5.1 The risk in the Goods will pass to the Customer on completion of delivery.
- 5.2 Title to the Goods will not pass to the Customer until the earlier of:
  - 5.2.1 Seeco receives payment in full (in cash or cleared funds) for the Goods and any other goods that Seeco has supplied to the Customer in respect of which payment has become due, in which case title to the Goods will pass at the time of payment of all such sums; and
  - 5.2.2 the Customer resells the Goods, in which case title to the Goods will pass to the Customer at the time specified in clause 5.4.
- 5.3 Until title to the Goods has passed to the Customer, the Customer will:
  - 5.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Seeco's property;
  - 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 5.3.4 notify Seeco immediately if it becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4; and
  - 5.3.5 give Seeco such information as Seeco may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.
- 5.4 Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Seeco receives payment for the Goods. However, if the Customer resells the Goods before that time it does so as principal and not as Seeco's agent and title to the Goods will pass from Seeco to the Customer immediately before the time at which resale by the Customer occurs.
- 5.5 At any time before title to the Goods passes to the Customer, Seeco may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if

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

## **6. Supply of Services**

- 6.1 Seeco shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 6.2 Seeco shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order or Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 Seeco warrants to the Customer that the Services will be provided using reasonable care and skill.

## **7. Customer's obligations**

- 7.1 The Customer shall:
- 7.1.1 co-operate with Seeco in all matters relating to the Services;
  - 7.1.2 provide Seeco, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Seeco to provide the Services;
  - 7.1.3 provide Seeco with such information and materials as Seeco may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 7.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
  - 7.1.5 keep all materials, equipment, documents and other property of Seeco ("**Seeco Materials**") at the Customer's premises in safe custody at its own risk, maintain the Seeco Materials in good condition until returned to Seeco, and not dispose of or use the Seeco Materials other than in accordance with Seeco's written instructions or authorisation.
- 7.2 If Seeco's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**");
- 7.2.1 without limiting or affecting any other right or remedy available to it, Seeco shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Seeco's performance of any of its obligations;
  - 7.2.2 Seeco shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Seeco's failure or delay to perform any of its obligations as set out in this clause 7.2; and
  - 7.2.3 the Customer shall reimburse Seeco on written demand for any costs or losses sustained or incurred by Seeco arising directly or indirectly from the Customer Default.

## **8. Charges and Payment**

### 8.1 The price for Goods:

8.1.1 shall be the price set out in the Order, Seeco's quotation or, if no price is quoted, the price set out in Seeco's published price list as at the date of delivery; and

8.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

### 8.2 The charges for Services shall be as set out in Seeco's quotation (if any and accepted) or calculated on a time and materials basis:

8.2.1 the charges shall be calculated in accordance with the Seeco's daily fee rates, as notified to the Customer in writing from time to time;

8.2.2 Seeco's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;

8.2.3 Seeco shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Seeco engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Seeco for the performance of the Services, and for the cost of any materials.

### 8.3 Seeco reserves the right to increase its charges by giving notice to the Customer at any time before delivery:

8.3.1 to reflect any increase in the cost of the Goods to Seeco that is due to any factor beyond the control of Seeco (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

8.3.3 any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give Seeco adequate or accurate information or instructions in respect of the Goods or Services; or

8.3.4 in the case of its time and materials charges, upon prior written notice to the Customer.

### 8.4 In respect of Goods, Seeco shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Seeco shall invoice the Customer on completion of the Services.

### 8.5 The Customer shall pay each invoice submitted by Seeco:

8.5.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by Seeco and confirmed in writing to the Customer; and

8.5.2 in full and in cleared funds to a bank account nominated in writing by Seeco, and

8.5.3 time for payment shall be of the essence of the Contract.

- 8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Seeco to the Customer, the Customer shall, on receipt of a valid VAT invoice from Seeco, pay to Seeco such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 8.7 If the Customer fails to make a payment due to Seeco under the Contract by the due date, then, without limiting Seeco's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9. Limitation of liability**

- 9.1 The restrictions on liability in this clause 9. apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 or defective products under the Consumer Protection Act 1987.
- 9.3 Subject to clause 9.2, Seeco's total liability to the Customer will not exceed the amount paid or payable by the Customer to Seeco in respect of the Order in question.
- 9.4 Subject to clause 9.2, the following types of loss are wholly excluded:
- 9.4.1 loss of profits;
  - 9.4.2 loss of sales or business;
  - 9.4.3 loss of agreements or contracts;
  - 9.4.4 loss of anticipated savings;
  - 9.4.5 loss of use or corruption of software, data or information;
  - 9.4.6 loss of or damage to goodwill; and
  - 9.4.7 indirect or consequential loss.
- 9.5 This clause 9. will survive termination of the Contract.

## **10. Termination**

- 10.1 Without limiting its other rights or remedies, Seeco may terminate this Contract with immediate effect by giving written notice to the Customer if:



- 10.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- 10.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 10.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 10.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 10.2 Without limiting its other rights or remedies, Seeco may suspend provision of the Goods under the Contract or any other contract between the Customer and Seeco if the Customer becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4, or Seeco reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 10.3 Without limiting its other rights or remedies, Seeco may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.4 On termination of the Contract for any reason the Customer will immediately pay to Seeco all of Seeco's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Seeco will submit an invoice, which will be payable by the Customer immediately on receipt.
- 10.5 Termination or expiry of the Contract, however arising, will not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract will remain in full force and effect.

## **11. Force majeure**

Neither party will be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations will be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

## **12. Notices**

- 12.1 Any notice given to a party under or in connection with the Contract will be in writing and will be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 12.2 Any notice will be deemed to have been received, at the time notice is left at the proper address (if delivered by hand) or at 9.00am on the second Business Day after posting (if sent by pre-paid first class post or any other next working day delivery service).
- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 13. **General**

- 13.1 **Assignment and other dealings** - Seeco may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Seeco.
- 13.2 **Entire agreement** - The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 13.3 **Variation** - No variation of this Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.4 **Waiver** - A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy will not waive that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **Severance** - If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 13.5 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.6 **Third party rights** - Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.7 **Governing law and jurisdiction** - The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, will be governed by and construed in accordance with English law and the English courts will have exclusive jurisdiction to settle any such dispute or claim.

# 2

## Seeco (UK) Limited – Terms and Conditions of Purchase

These terms and conditions set out the terms on which we, Seeco (UK) Limited of Units 29 31 & 33 Brunel Road, Bedford, England, MK41 9TJ, Company No. 01892039 (“**Seeco**”), will purchase goods (“**Goods**”) and/or services (“**Services**”) from any person or firm who supplies such Goods and/or Services to Seeco (each a “**Supplier**”).

### **14. Basis of contract**

14.1 These terms and conditions (the “**Conditions**”) apply to the contract between Seeco and the Supplier for the purchase of the Goods and/or Services by Seeco (the “**Contract**”) to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

14.2 Each order by the Supplier, as set out in Seeco’s written acceptance of the Supplier’s quotation or Seeco’s purchase order (as the case may be) (each an “**Order**”) constitutes an offer by Seeco to purchase the Goods and/or Services in accordance with these Conditions.

14.3 The Order will be deemed to be accepted on the earlier of:

14.3.1 the Supplier issuing written acceptance of the Order; or

14.3.2 the Supplier taking any action consistent with fulfilling the Order,

at which point the Contract will come into existence.

14.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

14.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

### **15. Supply of Goods**

15.1 The Supplier shall ensure that the Goods shall:

15.1.1 correspond with their description and any specification for the Goods, including any related plans and drawings, that is agreed in writing by Seeco and the Supplier;

15.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Seeco, expressly or by implication, and in this respect Seeco relies on the Supplier’s skill and judgement;

15.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for at least the longer of 12 months and the Supplier’s standard warranty period after delivery; and

- 15.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 15.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 15.3 Seeco may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 15.4 If following such inspection or testing Seeco considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at 1115.1, Seeco shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 15.5 Seeco may conduct further inspections and tests after the Supplier has carried out its remedial actions.

## **16. Delivery of Goods**

- 16.1 The Supplier shall ensure that:
- 16.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 16.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 16.1.3 it states clearly on the delivery note any requirement for Seeco to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 16.2 The Supplier shall deliver the Goods:
- (a) on the date specified in the Order or, if no such date is specified, then within 7 days of the date of the Order;
- (b) to Seeco's premises at Units 29 31& 33 Brunel Road, Bedford MK41 9TJ or such other location as is set out in the Order or as instructed by Seeco before delivery ("**Delivery Location**"); and
- (c) during Seeco's normal hours of business, or as instructed by Seeco.
- 16.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 16.4 If the Supplier:
- (d) delivers less than 95% of the quantity of Goods ordered, Seeco may reject the Goods; or
- (e) delivers more than 10% of the quantity of Goods ordered, Seeco may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Seeco accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

16.5 The Supplier shall not deliver the Goods in instalments without Seeco's prior written consent.

16.6 Title and risk in the Goods shall pass to Seeco on completion of delivery.

## 17. **Supply of Services**

17.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Seeco in accordance with the terms of the Contract.

17.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Seeco notifies to the Supplier and time is of the essence in relation to any of those performance dates.

17.3 In providing the Services, the Supplier shall:

17.3.1 co-operate with Seeco in all matters relating to the Services, and comply with all of Seeco's instructions;

17.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

17.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

17.3.4 ensure that the Services will conform with all descriptions and standards set out in any specification for the Services agreed in writing between the Supplier and Seeco ("**Services Specification**");

17.3.5 ensure that all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts) (collectively "**Deliverables**") shall be fit for any purpose that Seeco expressly or impliedly makes known to the Supplier;

17.3.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

17.3.7 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Seeco, will be free from defects in workmanship, installation and design;

17.3.8 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

17.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of Seeco's premises;

17.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by Seeco to the Supplier (“**Seeco Materials**”) in safe custody at its own risk, maintain the Seeco Materials in good condition until returned to Seeco, and not dispose of or use the Seeco Materials other than in accordance with Seeco’s written instructions or authorisation;

17.3.11 not do or omit to do anything which may cause Seeco to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Seeco may rely or act on the Services; and

17.3.12 comply with any additional obligations as set out in the Service Specification.

## **18. Seeco’s Obligations**

Seeco shall provide the Supplier with reasonable access at reasonable times to Seeco’s premises for the purpose of providing the Services and provide such necessary information for the provision of the Services as the Supplier may reasonably request.

## **19. Charges and Payment**

19.1 The price for the Goods:

19.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier’s published price list in force at the date of the first Order; and

19.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Seeco.

19.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Seeco, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

19.3 In respect of the Goods, the Supplier shall invoice Seeco on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Seeco on completion of the Services. Each invoice shall include such supporting information required by Seeco to verify the accuracy of the invoice, including the relevant purchase order number.

19.4 In consideration of the supply of Goods and/or Services by the Supplier, Seeco shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

19.5 All amounts payable by Seeco under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (“**VAT**”). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Seeco, Seeco shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

19.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue

sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, 7 days after the dispute is resolved until payment.

19.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Seeco to inspect such records at all reasonable times on request.

19.8 Seeco may at any time, without notice to the Supplier, set off any liability of the Supplier to Seeco against any liability of Seeco to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## **20. Intellectual Property Rights**

20.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any Seeco Materials) shall be owned by the Supplier.

20.2 The Supplier grants to Seeco, or shall procure the direct grant to Seeco of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use, copy and modify the Deliverables (excluding Seeco Materials) for the purpose of receiving and using the Services and the Deliverables.

20.3 Seeco grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by Seeco to the Supplier for the term of the Contract for the purpose of providing the Services to Seeco.

20.4 The Supplier acknowledges that all rights in the Seeco Materials are and shall remain the exclusive property of Seeco.

## **21. Confidentiality**

21.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by 1521.2, at any time during the Contract, for a period of five years after termination or expiry of the Contract and indefinitely in respect of any trade secrets comprised in the confidential information.

21.2 Each party may disclose the other party's confidential information:

21.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 21.; and

21.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

21.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 22. Data Protection

22.1 The following definitions apply in this clause 22.:

22.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

22.1.2 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).

22.1.3 **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

22.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 22. is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

22.3 The parties acknowledge that for the purposes of the Data Protection Legislation, Seeco is the Controller and the Supplier is the Processor.

22.4 Without prejudice to the generality of 1622.2, Seeco will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of Seeco for the duration and purposes of the Contract.

22.5 Without prejudice to the generality of 1622.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

22.5.1 process that Personal Data only on the documented written instructions of Seeco unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify Seeco of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying Seeco;

22.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Seeco, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

22.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

22.5.4 not transfer any Personal Data outside of the UK unless the prior written consent of Seeco has been obtained and the following conditions are fulfilled:



- (i) Seeco or the Supplier has provided appropriate safeguards in relation to the transfer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Supplier complies with reasonable instructions notified to it in advance by Seeco with respect to the processing of the Personal Data;

22.5.5 assist Seeco, at Seeco's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

22.5.6 notify Seeco without undue delay on becoming aware of a Personal Data Breach;

22.5.7 at the written direction of Seeco, delete or return Personal Data and copies thereof to Seeco on termination of the Contract unless required by Domestic Law to store the Personal Data; and

22.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 22..

22.6 Seeco does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.

## **23. Seeco's Remedies**

23.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Seeco shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

23.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

23.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

23.1.3 to recover from the Supplier any costs incurred by Seeco in obtaining substitute goods and/or services from a third party;

23.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

23.1.5 to claim damages for any additional costs, loss or expenses incurred by Seeco which are in any way attributable to the Supplier's failure to meet such dates.

23.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in 1115.1 or has supplied Services that do not comply with the requirements of 1317.3.4, then, without limiting or affecting other rights or remedies available to it, Seeco shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

23.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

- 23.2.2 to reject the Goods or Deliverables (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 23.2.3 to require the Supplier to repair or replace the rejected Goods or provide repeat performance of the Services, or to provide a full refund of the price of the rejected Goods or Services;
- 23.2.4 to refuse to accept any subsequent delivery of the Goods or subsequent performance of the Services which the Supplier attempts to make;
- 23.2.5 to recover from the Supplier any expenditure incurred by Seeco in obtaining substitute goods, services or deliverables from a third party; and
- 23.2.6 to claim damages for any additional costs, loss or expenses incurred by Seeco arising from the Supplier's failure to supply the Goods or Services.

23.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

23.4 Seeco's and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## **24. Indemnity**

24.1 The Supplier shall indemnify Seeco against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Seeco arising out of or in connection with:

24.1.1 any claim made against Seeco for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Seeco Materials);

24.1.2 any claim made against Seeco by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

24.1.3 any claim made against Seeco by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

24.2 This clause 11 shall survive termination of the Contract.

## **25. Insurance**

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Seeco's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **26. Termination**

- 26.1 Without affecting any other right or remedy available to it, Seeco may terminate the Contract with immediate effect by giving written notice to the Supplier if there is a change of control of the Supplier or for convenience at any time on 30 days' notice.
- 26.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 26.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- 26.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 26.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 26.3 On termination of the Contract, the Supplier shall immediately deliver to Seeco all Deliverables whether or not then complete, and return all Seeco Materials. If the Supplier fails to do so, then Seeco may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 26.4 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 26.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **27. Force majeure**

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

## **28. Notices**

- 28.1 Any notice given to a party under or in connection with the Contract will be in writing and will be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 28.2 Any notice will be deemed to have been received, at the time notice is left at the proper address (if delivered by hand) or at 9.00am on the second Business Day after posting (if sent by pre-paid first class post or any other next working day delivery service).
- 28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 29. **General**

- 29.1 **Assignment and other dealings** - Seeco may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Seeco.
- 29.2 **Entire agreement** - The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 29.3 **Variation** - No variation of this Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 29.4 **Waiver** - A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy will not waive that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.
- 29.5 **Severance** - If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 13.5 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 29.6 **Third party rights** - Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 29.7 **Governing law and jurisdiction** - The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, will be governed by and construed in accordance with English law and the English courts will have exclusive jurisdiction to settle any such dispute or claim.