



PURCHASE TERMS AND CONDITIONS FOR GOODS AND SERVICES Alfred H Knight International Limited

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Bribery Laws	means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Customer	means Alfred H Knight International Limited registered in England under registered Number 00900322 ;
Conditions	means the Customer's terms and conditions of purchase set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order;
Data Protection Laws	means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: <ul style="list-style-type: none"> (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and (e) all guidance, guidelines, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);

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All work is undertaken subject to these Terms and Conditions of Business.



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Deliverables	means the Goods or Services or both as the case may be;
Force Majeure	means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers' workforce;
GDPR	means the General Data Protection Regulation (EU) 2016/679;
Goods	means the goods and related accessories, spare parts and documentation and other physical material set out in the Order and to be supplied by the Supplier to the Customer;
Intellectual Property Rights	<p>means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:</p> <ul style="list-style-type: none">(a) whether registered or not(b) including any applications to protect or register such rights(c) whether vested, contingent or future(d) to which the relevant party is or may be entitled, and(e) in whichever part of the world existing;
Location	means the address(es) for delivery of the Goods and performance of the Services as set out in the Order;
Modern Slavery Policy	means the Customer's anti-slavery and human trafficking policy in force and notified to the Supplier from time to time;
Order	means the Customer's order for the Deliverables as set out in the Customer's order form or such other written form accepted by the Supplier;
Services	means the services set out in the Order and to be supplied by the Supplier to the Customer;
Specification	means the description or specification of the Deliverables set out or referred to in the Order; and

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Supplier	means the person who sells the Deliverables to the Customer and whose details are set out in the Order;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, its group companies and any of their subcontractors who are engaged in the performance of the Services from time to time; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;

1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;

1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6 words in the singular include the plural and vice versa;

1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and

1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

2 Application of these conditions

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Customer otherwise agrees in writing.

2.3 Each Order by the Customer to the Supplier shall be an offer to purchase Deliverables subject to these Conditions.

2.4 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer promptly.

2.5 Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Order.

3 Price

3.1 The price for the Deliverables shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by the Customer before the date the Order is made (**Price**). Prices shall be inclusive of VAT, packaging and delivery. No increase in the Price may be made after the Order is placed.

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4 Payment

- 4.1 The Supplier shall invoice the Customer for: (i) the Goods, no sooner than completion of delivery of the Goods or, if later, the Customer's acceptance of the Goods, (ii) Services, no sooner than completion of performance of the Services or, if later, the Customer's acceptance of the Services.
- 4.2 The Customer shall pay each validly submitted invoice of the Supplier within 30 days from the month end of receipt of the invoice.
- 4.3 Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from the Customer's breach, the Customer shall pay on the sum overdue interest on a daily basis until payment in full at the rate of two per cent per annum above the Official Bank Rate from time to time of the Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.4 VAT shall be charged by the Supplier and paid by the Customer at the then applicable rate.
- 4.5 Neither Party shall be entitled to retain, set-off or defer payment of any sums due on account of any dispute or cross claim which it may allege against the other Party.

5 Cancellation

- 5.1 The Customer shall have the right to cancel the Order for the Deliverables or for any part of the Deliverables which have not yet been: in the case of Goods, delivered to; and in the case of Services, performed for, the Customer.
- 5.2 In relation to any Order cancelled or part-cancelled under clause 5.1, the Customer shall pay for:
- 5.2.1 in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to, manufactured and ready for delivery to, in transit to the Customer; and/or
- 5.2.2 in respect of any Services, such Services or part of the Services as have already been performed.

6 Delivery and performance

- 6.1 The Goods shall be delivered by the Supplier to the Location on the date(s) specified in the Order. The Goods shall be deemed delivered by the Supplier only on arrival of the Goods at the Location.

The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order. The Services

shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location.

- 6.2 The Deliverables shall not be delivered by or performed in instalments unless otherwise agreed in writing by the Customer.
- 6.3 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating: (i) the date of the Order; (ii) the relevant Customer and Supplier details; (iii) if Goods, the product numbers and type and quantity of Goods in the consignment; (iv) if Services, the category, type and quantity of Services performed; (v) any special instructions, handling and other requests; and (vi) in the case of Goods, whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.
- 6.4 If the Supplier fails to deliver any of the Goods or perform any of the Services by the date specified in the Order, the Customer shall (without prejudice to its other rights and remedies) be entitled at the Customer's sole discretion:
- 6.4.1 to terminate the Contract in whole or in part; and/or
- 6.4.2 to purchase the same or similar Deliverables from a supplier other than the Supplier; and/or
- 6.4.3 to recover from the Supplier all costs and losses resulting to the Customer, including the amount by which the price payable by the Customer to acquire those Deliverables from another supplier exceeds the price payable under the Contract and any loss of profit; and
- 6.5 If the Customer fails to accept delivery of the Goods, without reasonable cause, on the date or within the period set out in the Order, the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay reasonable storage charges.

- 6.6 The provisions of clause 6.4 shall not apply to the extent the Customer fails to make the Location available to the Supplier for performance of the Services.

7 Acceptance, rejection and inspection

- 7.1 The Customer shall not have accepted, or be deemed to have accepted, the Deliverables until the following conditions are fulfilled: (i) for Goods, the Goods have been delivered to or at the Location; (ii) for Services, the Services have been performed at the Location; and the Customer has notified the Supplier in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the terms and conditions of the Contract.

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- 7.2 The Customer shall be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of the Customer's rights and remedies, including its right to reject. If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.
- 7.3 Any rejected Goods may be returned to the Supplier by the Customer at the Supplier's cost and risk.
- 7.4 The Customer may inspect and test the Deliverables during performance or during manufacture or processing prior to despatch, and the Supplier shall provide the Customer with all facilities reasonably required.
- 7.5 Any inspection or testing of the Deliverables shall not be deemed to be an acceptance of the Deliverables or a waiver of any of the Customer's rights and remedies, including its right to reject.
- 7.6 The rights of the Customer in this clause 7 are without prejudice to the Customer's rights under clause 9.

8 Title and risk

- 8.1 Provided that the Customer does not reject the Goods, risk in the Goods shall pass to the Customer on delivery.
- 8.2 Title to the Goods shall pass to the Customer on the sooner of: (i) payment by the Customer for the Goods; or (ii) delivery of the Goods to the Customer.
- 8.3 The passing of title shall not prejudice any other of the Customer's rights and remedies, including its right to reject.
- 8.4 Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in the Customer or any specifications or materials of the Customer, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 8.5 The Supplier warrants and represents that it:
- 8.5.1 has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to the Customer; and
- 8.5.2 shall hold such title and right to enable it to ensure that the Customer shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

9 Warranty

- 9.1 The Supplier warrants and represents that, for a period of no less than **24** months from acceptance (the **Warranty Period**), the Deliverables shall:
- 9.1.1 conform in all material respects to any sample, their description and to the Specification;
- 9.1.2 be of satisfactory quality, free from defects in design, material and workmanship and fit for any purpose held out by the Supplier or set out in the Order;
- 9.1.3 comply with all applicable laws, standards and best industry practice;
- 9.1.4 if Services, be supplied with reasonable care and skill; and
- 9.1.5 any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality.
- 9.2 The Supplier agrees that the approval by the Customer of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.
- 9.3 The Customer may reject any Deliverables that do not comply with clause 9.1 and the Supplier shall, at the Customer's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Deliverables provided that the Customer serves a written notice on the Supplier within the Warranty Period that some or all of the Deliverables do not comply with clause 9.1.
- 9.4 The provisions of these Conditions shall apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the delivery or performance of the remedied, repaired, replaced, corrected or re-performed Deliverables.
- 9.5 The Customer shall be entitled to exercise its rights under clause 9 regardless of whether the Deliverables have been accepted and notwithstanding that the Deliverables were not rejected following their initial inspection under clause 7.2.

10 Anti-bribery

- 10.1 Each party shall comply with all applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
- 10.1.1 all of that party's personnel;

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10.1.2	all others associated with that party; and	12	Audit
10.1.3	all of that party's subcontractors;	12.1	The Supplier shall promptly make available to the Customer (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's compliance with their respective obligations under this Agreement, and allow for, permit and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose at the Customer's request from time to time. The Supplier shall provide access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two Business Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
	involved in performing the Contract so comply.		
10.2	Without limitation to clause 10.1, neither party shall make or receive any bribe or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.		
10.3	Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 10.		
11	Anti-slavery	13	Indemnity and insurance
11.1	The Supplier undertakes, warrants and represents that:	13.1	The Supplier shall indemnify, and keep indemnified, the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with the Supplier's breach of any of the Supplier's obligations under the Contract.
11.1.1	neither the Supplier nor any of its officers, employees, agents or subcontractors has:		
	(a) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or	13.2	
	(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or		
	(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;		
11.1.2	it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and	14	Limitation of liability
11.1.3	it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.	14.1	The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 14.
		14.2	
11.2	Any breach of clause 11.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract with immediate effect.	14.3	The limitations of liability set out in clause 14.3 shall not apply in respect of any indemnities given by either party under the Contract.
		14.4	Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in

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respect of the following: (i) death or personal injury; (ii) fraud or fraudulent misrepresentation; (iii) any losses caused by willful misconduct; and (iv) any other losses which cannot be excluded or limited by the applicable law.

15 Intellectual property rights

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

15.2 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with any action, demand or claim that use or possession of any of the Intellectual Property Rights, infringes the Intellectual Property Rights of any third party (a **Supplier IPR Claim**).

15.3 If any Supplier IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier shall promptly and at its own expense either:

15.3.1 procure for the Customer the right to continue using and possessing the relevant Intellectual Property Rights; or

15.3.2 modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,

provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by the Customer in respect of the affected Intellectual Property Rights.

16 Confidentiality, Data Protection and announcements

16.1 The Supplier shall keep confidential all Confidential Information of the Customer and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

16.1.1 subject to clause 16.4, any information which was in the public domain at the date of the Contract;

16.1.2 subject to clause 16.4, any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

16.1.3 subject to clause 16.4, any information which is independently developed by the Supplier without using information supplied by the Customer; or

16.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

16.2 This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.

16.3 Subject to clause 16.4, the Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

16.4 The Parties agree that should the Deliverables involve the processing or transfer of Personal Data, as defined in the Data Protection Laws, that such processing will be undertaken in accordance with the Data Protection Laws and under a separate data sharing agreement which shall be completed between the parties prior to any such data processing.

17 Force majeure

17.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

17.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

17.1.2 uses best endeavours to minimise the effects of that event.

17.2 If, due to Force Majeure, a party:

17.2.1 is or shall be unable to perform a material obligation; or

17.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 (fourteen) days;

the other party may, within 30 days, terminate the Contract on immediate notice.

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18 Termination

- 18.1 The Customer may terminate the Contract at any time by giving notice in writing to the Supplier if:
- 18.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable or which is not remedied within 14 days of receiving notice of the breach;
 - 18.1.2 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
 - 18.1.3 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 18.1.4 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Customer reasonably believes that to be the case;
 - 18.1.5 becomes the subject of a company voluntary arrangement, has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, has a resolution passed for its winding up or has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 18.1.6 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 18.1.7 has a freezing order made against it;
 - 18.1.8 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
 - 18.1.9 is subject to any events or circumstances analogous to those in clauses 18.1.3 to 18.1.8 in any jurisdiction;
 - 18.1.10 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 18.1.3 to 18.1.9 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending

facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

18.2 Either party may terminate the Contract at any time by giving not less than three months' notice in writing to the other party.

18.3 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under this clause 18, it shall immediately notify the Customer in writing.

18.4 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Customer at any time up to the date of termination.

19 Notices

19.1 Any notice or other communication given by a party under these Conditions shall: (i) be in writing and in English; (ii) be signed by, or on behalf of, the party giving it (except for notices sent by email); and be sent to the relevant party at the address set out in the Contract.

19.2 Notices may be given, and are deemed received: (i) by hand at the time of delivery; (ii) by post on the second Business Day after posting; (iii) by international tracked and signed for post on the fourth Business Day after posting; and (iv) by email, provided confirmation is sent by first class post, on receipt of a delivery receipt email from the correct address.

19.3 Except for legal proceedings or arbitral notices, a notice given under these Conditions is validly served if sent by email provided that a confirmation is sent and received by first class post.

20 Entire agreement

20.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

20.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

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21 Variation

No variation of the Contract shall be effective unless it is in writing, refers to the Contract and these Conditions and is duly signed by, or on behalf of, the Customer.

22 Assignment

22.1 Neither party may assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed.

22.2 Notwithstanding clause 22.1, the Supplier may perform any of its obligations and exercise any of its rights granted under the Contract through any of its group companies provided that it gives the Customer prior written notice of such subcontracting or assignment including the identity of the relevant group company. The Supplier acknowledges and agrees that any act or omission of its group companies in relation to the Supplier's rights or obligations under the Contract shall be deemed to be an act or omission of the Supplier itself.

23 Severance

23.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected. So far as possible, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

24 Waiver

24.1 No failure, delay or omission by the Customer in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

24.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Customer shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Customer.

25 Compliance with law

The Supplier shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

26 Third party rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

27 Governing law and Jurisdiction

These Conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.

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