Renfold

Standard Terms

Renfold Ltd. Standard Terms

1. Introduction

1.1 Definitions:

1.1.1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.1.2 **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 17.3.

1.1.3 **Contract:** the contract between Renfold and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

1.1.4 **Defaulting Customer:** a Renfold customer to which clause 16.2(e) and or clause 16.2(f) apply;

1.1.5 **Delivery Date:** the date specified in the Order, or, if none is specified, within 90 days of the date of the Order.

1.1.6 **Delivery Location:** the address for delivery of Goods as set out in the Order, or, if none is specified, the location within the UK which Renfold may communicate to the Supplier after the Order has been placed.

1.1.7 **Goods:** the goods (or any part of them) set out in the Order.

1.1.8 **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.1.9 **Mandatory Policies:** Renfold's business policies, including Renfold's anti-slavery and human trafficking policy, anti-corruption and bribery policy, code of conduct for the supply of goods and legal requirements for Renfold, each as amended by notification to the Supplier from time to time, and any other policies and codes of conduct of Renfold's customers which Renfold may bring to the Supplier's attention from time to time.

1.1.10 **Order:** Renfold's order for the Goods, as set out in Renfold's purchase order form.

1.1.11 **Renfold:** Renfold Limited (registered in England and Wales with company number 07426973).

1.1.12 **Renfold Customer Policies:** any business policies, code of conduct for the supply of goods and legal requirements for any third party customer of Renfold, copies of which are available upon request.

1.1.13 **Renfold IPRs:** the Trade Marks and all Intellectual Property Rights of which Renfold is the owner or licensee and which are disclosed, licensed or provided to the Supplier pursuant to this Contract.

1.1.14 **Renfold Materials:** has the meaning set out in clause 8 (Renfold materials).

1.1.15 **Specification:** any specification for the Goods, including any related designs, plans and drawings provided by Renfold to the Supplier, and any related designs, plans and drawings provided by the Supplier to Renfold that are agreed by Renfold in writing.

1.1.16 **Supplier:** the person or firm from whom Renfold purchases the Goods.

1.1.17 **Supplier Operational Costs Manual:** the operational costs manual provided to the Supplier by Renfold, as updated and amended by Renfold from time to time.

1.1.18 **Trade Marks:** any trade marks owned by Renfold, or of which Renfold is a licensee, which are disclosed, licensed or provided to the Supplier pursuant to this Contract.

1.1.19 **VAT:** has the meaning set out in clause 7.2.

1.2 Interpretation:

a. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
b. A reference to a party includes its successors and permitted assigns.
c. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
d. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
e. A reference to **writing** or **written** includes email, but not fax.

2. Basis of Contract

2.1 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 law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by Renfold to purchase the Goods in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earliest of:

a. the Supplier issuing a written acceptance of the Order;
b. the Supplier doing any act consistent with fulfilling the

Order, and
c. five days after Renfold has submitted the Order provided the Seller has not provided written notice of rejection of the Order to Renfold before such time, at which point the Contract shall come into existence.

2.4 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.

3. The Goods

3.1 The Supplier represents, warrants and undertakes that the Goods shall:

a. correspond with their description and any applicable Specification;
b. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Renfold expressly or by implication, and in this respect Renfold relies on the Supplier's skill and judgement;
c. be free from defects in design, material and workmanship;
d. be manufactured, packed and supplied in accordance with the Specification, any reasonable requests from Renfold and all generally accepted industry standards and practices that are applicable;
e. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
f. conform to sample, order quantity, volume, (without prejudice to clause 3.1(b)) standard as to quality, material, workmanship, fit and appearance (including that the Goods will be free from tears, holes, rips, loose fastenings and broken zips);
g. (without prejudice to clause 3.1(e)) be properly marked and labelled as to weight, measure and materials and shall correctly display any warning notices required by applicable statutory and regulatory requirements;
h. not cause harm to any person or damage to the property of any person when handled or worn; and
i. be plainly marked in a conspicuous place with complete and proper instructions if the Goods are made of materials which require special laundering, cleaning, care or handling.

3.2 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.

3.3 Renfold may inspect the Supplier's premises and facilities 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.

3.4 Renfold's rights under clause 3.3 include the right to enter the Supplier's premises at Renfold's convenience to:

a. inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Goods;
b. inspect and take samples of the raw materials, the packaging and the Goods; and
c. inspect stock levels of raw materials, packaging and the Goods.

3.5 If following such inspection or testing Renfold considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Renfold shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.6 Renfold may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.7 The Supplier shall retain copies of all documents and supporting evidence that are relevant to the order and/or necessary to demonstrate compliance with any applicable laws, statutes, regulations and codes from time to time in force for a period of four years from the date on which the Goods are delivered to Renfold, unless a longer period is specified by Renfold or is required under applicable law.

3.8 The Supplier agrees to provide to Renfold (and to cause its employees, agents, subcontractors, manufacturers or prior vendors of the Goods to provide to Renfold) any documents or information requested by Renfold related to the production of the Goods.

4. Delivery

4.1 The Supplier shall ensure that:

a. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
b. 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) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 The Supplier shall deliver the Goods:

a. on the Delivery Date;
b. at the Delivery Location; and
c. during Renfold's normal business hours, or as instructed by Renfold.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4 If the Supplier delivers more or less than the quantity of the Goods ordered, Renfold may at its discretion, and at any time after Renfold's discovery of such, 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 Renfold chooses not to exercise its right to reject the Goods or the excess Goods, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without Renfold's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle Renfold to the remedies set out in clause 5.

4.6 The Supplier acknowledges that Renfold may not inspect the Goods for quality or quantity against the Order until such time as it processes the Goods or prepares the Goods for delivery to its own customers. Renfold shall not be deemed to have accepted any Goods until it has has had 12 months following delivery to inspect them, or, in the case of latent defect in the Goods, following the latent defect becoming apparent.

5. Renfold Remedies

5.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Renfold may exercise any one or more of the following rights and remedies:

a. to terminate the Contract;
b. to reject the Goods (in whole or in part) and return them
c. to the Supplier at the Supplier's own risk and expense;
d. to require the Supplier to replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
e. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
f. to recover from the Supplier any costs incurred by Renfold in obtaining substitute goods from a third party; and
g. to claim damages for any other costs, loss or expenses incurred by Renfold which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 If the Goods are not delivered:

a. on the Delivery Date the Customer may, at its option, claim or deduct by way of liquidated damages 5% of the price of the Goods for each week's delay in delivery until the earlier of delivery or termination or abandonment of the Contract by Renfold, up to a maximum of 100% of the total price of the Goods; or
b. in accordance with the Supplier Operational Costs Manual, Renfold may, at its option, claim or deduct by way of liquidated damages the Renfold costs and chargebacks stated in the Supplier Operational Costs Manual.

5.3 If Renfold exercises its rights under this Clause 5.2, it shall not be entitled to any of the remedies set out in Clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition). The parties agree that such liquidated damages are a genuine pre-estimate of loss.

5.4 These Conditions shall apply to any replacement Goods supplied by the Supplier.

5.5 For the avoidance of doubt the parties agree that the Supplier is responsible for all costs in relation to a recall of Goods ("Product Recall"), including all liabilities, costs, expenses, damages and losses (including but not limited to 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 professional costs and expenses) suffered or incurred by Renfold suffered or incurred by Renfold in dealing with a Product Recall.

5.6 Renfold's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6. Title and Risk

6.1 Title and risk in the Goods shall pass to Renfold on completion of delivery.

7. Price and Payment

7.1 The price of the Goods 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 as at the date the Contract came into existence provided that it has been properly brought to the attention of Renfold before the Contract is formed.

7.2 The price of the Goods:

a. subject to clause 7.2(c), includes all taxes, tariffs, duties, rates and other charges that may be imposed by any governmental authority;
b. unless otherwise specified in the Order, includes the costs of packaging, insurance and carriage of the Goods; and
c. unless otherwise specified in the Order, excludes amounts in respect of value added tax, goods and services tax and any other applicable sales taxes ("VAT"), which Renfold shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.

7.3 No extra charges shall be effective unless agreed in writing with Renfold.

7.4 The Supplier may invoice Renfold for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Order number (if any), the Supplier's VAT registration number and any supporting documents that Renfold may reasonably require.

7.5 Unless otherwise agreed in writing between Renfold and the Supplier, Renfold shall pay correctly rendered invoices within 90 days of the end of the month that the invoice is received by Renfold.

7.6 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 2% a year above the Bank of England's base rate from time to time, but at 2% 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, from 14 days after the dispute is resolved until payment.

7.7 Renfold may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Renfold against any liability of Renfold to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract.

8. Renfold Materials

8.1 The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by Renfold to the Supplier **(Renfold Materials)** and all rights in Renfold Materials are and shall remain the exclusive property of Renfold. The Supplier shall keep Renfold Materials in safe custody at its own risk, maintain them in good condition until returned to Renfold and not dispose or use the same other than in accordance with Renfold's written instructions or authorisation.

9. Audit

9.1 The Supplier shall allow Renfold or Renfold's authorised representatives or agents to have access to the Supplier's premises and facilities at all reasonable times in order to audit and take copies of the Supplier's relevant books, records and other documents as necessary to verify the Supplier's compliance with the terms and conditions of this Contract.

10. Indemnity

10.1 The Supplier shall keep Renfold indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to 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 professional costs and expenses) suffered or incurred by Renfold as a result of or in connection with:

a. any claim made against Renfold 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, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors and is not a direct result of the Supplier using the Renfold IPRs in accordance with the terms of this Contract;
b. any claim made against Renfold by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
c. any claim made against Renfold by a third party arising out of or in connection with the supply of the Goods, including but not limited to late delivery, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

10.2 This clause 10 shall survive termination of the Contract.

11. Insurance

11.1 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Renfold's request, produce to Renfold both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Confidentiality

12.1 The Supplier undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, Renfold IPRs, or suppliers of Renfold, except as permitted by clause 12.2.

12.2 The Supplier may disclose Renfold's confidential information:

a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Supplier's rights or carrying out its obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives or advisers to whom it discloses Renfold's confidential information comply with this clause 12; and
b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 The Supplier shall not use Renfold's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Compliance with Relevant Laws and Policies

13.1 In performing its obligations under the Contract, the Supplier shall:

a. comply with all applicable laws, statutes, regulations and codes from time to time in force;
b. comply with the Mandatory Policies;
c. the Renfold Customer Policies.

13.2 As part of performing its obligations under clause 13.1, the Supplier shall:

a. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015;
b. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
c. notify Renfold as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract;
d. maintain a complete set of records to trace the supply chain of all Goods provided to Renfold in connection with this Contract;
e. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010;
f. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
g. notify Renfold as soon as it becomes aware of any actual or suspected breach of its commitments to anti-bribery and anti-corruption under this Contract by any person associated with the Supplier, including if any person associated with the Supplier has received a request or demand for any undue financial or other advantage in connection with the performance of this Contract; and
h. provide such information and supporting evidence

to Renfold and its third parties as may reasonably be required by Renfold from time to time to determine the Supplier's compliance with its obligations under this clause 13.

13.3 The Supplier represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

13.4 The Supplier will include in contracts with its direct subcontractors, suppliers and any person associated with the Supplier provisions which are at least as onerous as those set out in this clause 13. The Supplier shall be responsible for the observance and performance of such direct subcontractors, suppliers and any person associated with the Supplier in relation to the relevant terms of those contracts, and shall be directly liable to Renfold for any breach by such.

13.5 Renfold may immediately terminate the Contract for any breach of clause 13.

14. Ownership and Licence of Intellectual Property Rights

14.1 The Supplier acknowledges that all Renfold IPRs and Intellectual Property Rights in the Goods, Specification, Renfold Materials, and manufacturing process for the Goods (so far as the manufacturing process of the Goods originate from Renfold), are and remain the exclusive property of Renfold or, where applicable, the third party licensor from whom Renfold derives the right to use them.

14.2 Renfold grants to the Supplier a non-exclusive, non-transferrable, royalty-free licence to use the Renfold IPRs solely for the purpose of performing its obligations under this Contract, such licence to terminate immediately upon termination or completion of this Contract.

14.3 The Supplier's use of the Trade Marks is limited to applying them to the Goods in the form and manner set out in the Specification or specified by Renfold from time to time, and not otherwise.

14.4 The Supplier shall not represent that it has any title in or right of ownership to any of Renfold's IPRs or do or suffer to be done any act or thing which may in any way impair the rights of Renfold in any of the Renfold IPRs.

15. Termination

15.1 Renfold may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Renfold shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

15.2 Without limiting its other rights or remedies, Renfold may terminate the Contract with immediate effect by giving written notice to the Supplier if:

a. the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
b. if the Supplier's environmental practices, negative environmental impacts, lobbying activities, partnerships, trade associations or public policy positions may bring Renfold's reputation into disrepute because they conflict with the Renfold's sustainability policies and or targets from time to time;
c. the Supplier acts in a manner that is inconsistent with good environmental practice and policy;
d. the Supplier fails within 10 days to respond fully to a request for information made by Renfold to allow Renfold to assess the Supplier's environmental practices and policies that relate to the supply of Goods under this agreement.
e. the Supplier 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 a jurisdiction other than the UK, in connection with any analogous procedure in the relevant jurisdiction;
f. the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in a jurisdiction other than the UK, in connection with any analogous procedure in the relevant jurisdiction;
g. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
h. the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.

15.3 On termination or completion of the Contract, at the option of Renfold the Supplier shall immediately return or destroy all Renfold Materials (including any items containing Renfold IPRs). If the Supplier fails to do so, then Renfold or its appointed representatives 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.

15.4 Termination or completion of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or completion, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or completion.

15.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or completion of the Contract shall remain in full force and effect.

16. Force Majeure

16.1 This clause 16 applies notwithstanding any other term of this agreement.

Force Majeure Event means any circumstance not within a party's reasonable control including:

a. acts of God, flood, drought, earthquake or other natural disaster;
b. epidemic or pandemic;
c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
d. nuclear, chemical or biological contamination or sonic boom;
e. the threat of or actual non-performance of any obligations owed by any third party customer to Renfold; or
f. any of the events set out from clause 15.2(e) to 15.2(h) (inclusive), providing such event or events apply to any third party customer to Renfold.

Provided it has complied with clause 16.5, if Renfold is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event Renfold shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

The corresponding obligations of the Supplier will not be suspended and nor shall its time for performance of such obligations be extended.

Renfold shall:

a. as soon as reasonably practicable after the start of the Force Majeure Event but no later than 35 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
b. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

If the Force Majeure Event prevents, hinders or delays Renfold's performance of its obligations for a continuous period of more than 1 week, it may terminate this Agreement without liability to the Supplier, including for payment of any outstanding or future Supplier invoices, by giving immediate written notice to the Supplier.

17. General

17.1 Assignment and other dealings

a. Renfold may at any time 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.
b. The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without Renfold's prior written consent.
c. If Renfold consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own, shall ensure that it complies with the obligations of clause 13.4 and shall put an appropriate system of due diligence in place to ensure that subcontractors comply with all applicable anti-slavery, human trafficking, anti-bribery and anti-corruption legislation.

17.2 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.3 Variation. Renfold may vary these terms and conditions from time to time on giving the Supplier written notice. The Supplier's continued acceptance of Orders whether before or after the Variation Period will constitute the Supplier's acceptance of the variation.

17.4 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Renfold.

17.5 Sole Recourse. Where Renfold is unable to pay a Supplier due to non-payment by a Defaulting Customer, the sole recourse of the Supplier is against the Defaulting Customer and Renfold may, acting in its sole discretion, agree to assign any claim it may have against the Defaulting Customer to the Supplier promptly on written request.

17.6 Waiver. Except as set out in clause 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision of the Contract is deemed deleted under this clause 17.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.8 Costs. Except as expressly provided in the Contract, each party shall pay its own costs incurred in connection with the negotiation, preparation, execution and registration of the Contract and any documents related to it.

17.9 Notices.

a. Any notice given to a party under or in connection with this Contract shall be in writing and in English (or be accompanied by an accurate translation into English) in each case marked for the attention of the contact and to the address or email address specified in clause 17.9(b) (or to such other contact and address or email address as a party may notify to the other in accordance with clause 17.9(c)). Subject to clause 17.9(d), it shall be delivered by hand or sent by email or by pre-paid first class post or other next working day delivery service.

b. The details for service of notices are:

Notices to Renfold
Address: Renfold, 47 British Grove, London, England, W4 2NL
For the attention of: Tom Pyne
Email: tom.pyne@renfoldbrands.com
mailto:Notices to the Supplier
Address: Any address provided in relation to the Supplier on the new supplier form which the Supplier completed for Renfold, the Supplier's registered office address or principal place of business
For the attention of: The Directors/Management of the Supplier
Email: Any email address provided in relation to the Supplier on the new supplier form which the Supplier completed for Renfold or a principal email address that Renfold has used to communicate with the Supplier in relation to the Contract

c. A party may change its details for service of notices specified or referred to in clause 17.9(b) by giving notice in writing to the other party. Any change notified pursuant to this clause shall take effect on the later of the date (if any) specified in the notice as
d. If a notice is to be physically served to an address outside the country from which it is sent (i.e. served abroad and not sent by email), the notice shall be delivered by hand or sent by pre-paid airmail providing proof of delivery or by reputable international overnight/express courier providing proof of delivery. For the avoidance of doubt, a notice may always be sent by email.
e. Any notice shall be deemed to have been received:

i. if delivered by hand, on signature of a delivery receipt;
ii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
iii. if sent by pre-paid airmail providing proof of delivery or by reputable international overnight/express courier providing proof of delivery, at the time recorded by the delivery service;
iv. if sent by email, at the time of transmission, provided that if this falls outside business hours, the notice shall be deemed to have been received when business hours resume. Business hours means 9.00am to 5.00pm on a Business Day.

f. This clause 17.9 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.

17.10 No partnership or agency. Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Further, nothing in this Contract grants the Supplier any exclusivity in the supply of goods to Renfold and Renfold may itself manufacture or procure the supply of Goods or items similar to the Goods from any third party supplier it wishes at its sole discretion. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

17.11 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.

17.12 Announcements. No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Contract, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

17.13 Language. If the Contract (or any part of it) is translated into any language other than English, the English language version shall prevail. All other documents provided under or in connection with the Contract shall be in the English language (or be accompanied by an accurate translation into English). If any such document is translated into any other language, the English language version shall prevail.

17.14 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

17.15 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.