



McCambridge (North) Limited

Standard Terms and Conditions for the Purchase of Goods and Services

1. INTERPRETATION

- 1.1 In these Conditions;
- 1.2 **"Company"** means McCambridge (North) Limited, a Company registered in England and Wales (Co number 6304946) whose registered office is at Sett End Road, Shadsworth Business Park, Blackburn, Lancashire, BB1 2PT and "we" "us" and "our" shall be construed accordingly;
- 1.3 **"Conditions"** means these Terms and Conditions;
- 1.4 **"Contract Price"** has the meaning set out in Condition 4.1
- 1.5 **"Goods"** means the goods which You are to supply in accordance with these Conditions including equipment and stock (and including any instalment of the goods or any parts for them);
- 1.6 **"Group Company"** means the company in question, any subsidiary of the company, any holding company of the company and any subsidiary of any holding company and their respective subsidiaries and holding companies and **McCambridge Group Company and Group Company of Yours** shall be construed accordingly;
- 1.7 **"Purchase Order"** means Our purchase order, including (without limitation) those placed by electronic means;
- 1.8 **"Policies"** means all of Our policies from time to time, including (without limitation), those on Health and Safety, Site Security and Corporate Social Responsibility;
- 1.9 **"Services"** means the services which You are to supply in accordance with these Conditions;
- 1.10 **"Specification"** includes any plans, drawings, diagrams, patterns, data or other information relating to the Goods or Services;
- 1.11 **"Writing"** means in writing and signed by an authorised signatory of the Company; and
- 1.12 **"You"** means the party contracting to provide the goods or services.

2. BASIS OF PURCHASE

- 2.1 Subject to condition 2.4, the Purchase Order constitutes an offer by Us to purchase the Goods and/or acquire the Services subject to these Conditions to the exclusion of any terms or conditions upon which You seek to rely, whether delivered with or contained in Your quotation, acknowledgement or acceptance of order or otherwise. No Purchase Order shall be deemed accepted until You either, accept expressly by giving Us written notice of acceptance (and referring to the Purchase Order number), or implicitly by fulfilling the Purchase Order to Our satisfaction. Your written confirmation of Our Purchase Order and/or Your subsequent commencement of any work, or Your delivery in response to a Purchase Order shall constitute Your acceptance of these Conditions, subject to condition 2.4, to the exclusion of any conditions on which You seek to rely. We may withdraw Our offer at any time before We are notified in writing of acceptance by You.
- 2.2 Any projected volumes We give are Our best estimate of Our likely requirement for goods of the same type as the Goods and, save as set out in a Purchase Order or as otherwise agreed in writing, nothing in the Contract shall place a commitment upon Us to order those Goods (or any Goods at all) pursuant to a Contract.
- 2.3 We shall only be bound by a Purchase Order if it is signed by one of Our authorised contract signatories. A Purchase order which is sent by e-mail shall be deemed to be signed by one of our authorised contract signatories if their name appears on the bottom of the purchase order in place of a signature. Any other purported Purchase Order signed other than by Our authorised contract signatories shall not constitute an offer and shall not be binding upon Us in any way.
- 2.4 No variation to a Contract shall be binding on us unless agreed and signed in Writing by one of our directors.
- 2.5 Where there is any conflict between our Purchase Order, express written agreement between the parties, these Conditions and the Incoterms, the following order of priority will apply: (1) any express written Agreement which in accordance with these Conditions would be binding on us; (2) our Purchase Order (3) these Conditions (4) Incoterms.

3. SPECIFICATIONS, PACKAGING AND INTELLECTUAL PROPERTY

- 3.1 It is a condition of the Contract that the quantity, quality and description (and in relation to supply of foodstuffs, including but not limited to size, colour and where appropriate levels of sugars and useable shelf life at the date of delivery) of the Goods and the Services shall, subject to these Conditions, be as specified in the Purchase Order and/or in any applicable Specification We supply to You. Where We fail to provide full specification, the Goods shall be sufficient to comply with all statutory and regulatory requirements applicable to a business purchaser including but not limited to, quality and fitness for purpose for which they are required and that all services will be performed in a manner in keeping with good business practice and as would be expected of a properly skilled provider of such services.
- 3.2 If, before Performance has occurred in the relevant respect, We notify you in writing of any change in desired specification (including but not limited to quantity, quality and time frame for delivery) You will promptly notify Us in writing:
 - 3.2.1 if the change would reduce Your costs, and reduce the Contract Price to fairly reflect that saving; and
 - 3.2.2 if the change would increase Your costs, of a proposed revision of the Contract Price fairly and proportionately reflecting any unavoidable such increased cost.
- 3.3 You and We will then use our reasonable efforts to agree the revised terms in full, including as to price, pending which the contract variation will not take effect. If the change would for any reason be unachievable You may notify Us of that promptly and in writing, with reasons. Both parties will then, acting in good faith use reasonable endeavours to reach a mutually acceptable contract variation. Failing receipt of written notice from You, Our proposed change will be deemed to have been accepted, and the Contract will be deemed to have been varied with immediate effect to reflect the requested specification change with no price increase.
- 3.4 All Specifications We supply (or are supplied on Our behalf) or You specifically produce for Us, together with all copies made by You (or for You) shall be Our property and shall be returned carriage paid to Us in good condition upon the completion or termination of the Contract and otherwise upon Our request. You shall treat all such Specifications as confidential. You shall not disclose to any third-party or use any such Specification except to the extent necessary to perform Your obligations under the Contract.
- 3.5 You shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services, both in the State where You produce and pack the Goods and in the United Kingdom.
- 3.6 The Goods shall be marked in accordance with Our instructions, all applicable regulations and other legal requirements and any requirements of the carrier. You shall pack all Goods properly and securely so that they reach their destination in an undamaged condition. You shall ensure where appropriate, that all transport used in the carriage of the Goods shall have the necessary refrigeration for the carriage of such Goods.
- 3.7 All Goods which we consider safety critical (such as all foodstuffs) must have full traceability and you shall retain full records for at least three years following delivery. Where you provide delivery Services on our behalf, you will keep records adequate for that purpose for at least three years after completion of Performance.
- 3.8 All packaging and labelling specifically supplied in respect of the Contract but not utilised shall be returned to Us or otherwise disposed of at Our instruction. You will not use or allow any third party to use any such surplus packaging.
- 3.9 Where we order Goods then, unless otherwise stated in the Purchase Order, the Contract is deemed to include delivery of all relevant documentation and certification necessary to enable the Company to use those Goods for their intended purpose. Where We order Services, then unless otherwise stated, the Contract includes the complete performance of those Services including any employee instruction, manuals, explanations or certifications necessary to enable Us to benefit from the intended purpose.
- 3.10 Unless otherwise stated, a Contract includes all legal rights necessary to use those goods lawfully for their intended purposes. Where the rights in question are not unique to our Goods or if those rights derive from a third party of whom the same would be true (for instance software), We will not expect full ownership of those rights but You will however validly licence those rights to Us, or procure them to be validly licensed to Us, on a royalty-free basis and covering usage for any likely intended purpose and free of any obligation on Us save such as we expressly agree in the Contract or as are the minimum reasonably necessary for the maintenance of the right in question.
- 3.11 Where a Contract envisages or by its nature requires the transfer of rights You will transfer to Us, or procure to be transferred to Us, with full title guarantee the ownership of those rights to the full extent (including as to territory) that We reasonably require for Our intended purposes, and to the full extent of any wider rights available to You. You will execute any documents and make any declarations reasonably required by Us, now or in future, in relation to the transfer of those rights. We have Your irrevocable power of attorney to execute any such documents and make any such declarations on Your behalf if You fail to do so promptly on request.
- 3.12 If You carry out any development Services at our request and wholly or primarily at Our expense We will own all intellectual property rights generated by that work, and condition 3.10 will apply to those rights.
- 3.13 You will procure that none of Your associated Companies (as defined in the Companies act 2006) behave in a way which, had the behaviour been Yours, would have breached a Contract or otherwise brought our business or that of McCambridge Group Company into disrepute.

4. PRICE OF THE GOODS AND SERVICES

- 4.1 The Contract Price shall be the Price quoted in the Purchase Order, or if no Price is set out, the Price Quoted in Your quotation which preceded the Purchase Order and to which the Purchase Order refers.
- 4.2 No increase in the Contract Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without Our prior consent in Writing.
- 4.3 You warrant, represent and undertake that the Price for the Goods or Services is equal to or less than the price at which You sell those Goods or provide those Services to any third-parties. If We discover (or reasonably believe) that You are selling Goods or Services to a third-party at a price lower than the Price, We shall notify You in Writing. Within 7 days of such notice, You must notify Us in Writing of whether or not You shall lower Our Price to be equal to or less than Your lowest price for the Goods or Services, in which case You shall immediately provide Us with a refund of any monies already paid and provide a Credit Note to the extent that the revised Price is lower than the previous Price. If You do not agree to lower the Price as above or fail to provide Us with notice in Writing as above, We shall be entitled to terminate the Contract as if for Your breach and cancel any outstanding orders.
- 4.4 The Contract Price shall be inclusive of all charges for packaging, shipping carriage insurance and delivery to, commissioning or performance at the delivery address, and any duties or levies other than VAT.
- 4.5 Save where We otherwise agree in Writing, you will invoice Us in Pounds Sterling.

5. TERMS OF PAYMENT

- 5.1 You shall be entitled to invoice Us on or at any time after delivery of the Goods or performance of the Services (as the case may be) and each invoice shall quote the number of the Purchase Order. Where the Goods are to be delivered in instalments or the Services are to be provided in stages, unless otherwise agreed in Writing, payment shall become due following the last instalment of the Goods or upon completion of the Services in accordance with these Conditions.
- 5.2 Unless otherwise stated in the Purchase Order, We shall pay the Price of the Goods and the Services within 30 days of the month end of receipt of a correctly constituted VAT invoice or, if later, upon Our acceptance of the Goods or Services in question. Failure to quote a Purchase Order number on an invoice may lead to delay in payment and We shall not be liable to you for any delay arising from such failure. Save where there is a failure to quote a Purchase Order number, a dispute as to quality, quantity, or otherwise in respect of any Contract, if any sum payable under a Contract is not paid when due then that sum will bear interest from the day after the due date until payment is made in full both before and after any judgment, at one per cent (1%) per annum over Barclays Bank plc base rate from time to time. The parties agree that this Condition 5.2 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.
- 5.3 We shall be entitled to set off any money owed to you with any money owed by you or a Group Company of Yours to Us or a McCambridge Group Company.

6. DELIVERY AND TITLE TO GOODS

- 6.1 The Goods shall be delivered to, and the Services shall be performed at, the delivery address on the date or within the period stated in the Purchase Order, in either case during Our usual business hours (unless We instruct You otherwise or otherwise agree in Writing).
- 6.2 If the Goods are not delivered on the due date then, without prejudice to any other rights which We may have, We reserve the right to:
 - 6.2.1 cancel the Contract in whole or in part;
 - 6.2.2 refuse to accept any subsequent delivery of the Goods which You attempt to make;
 - 6.2.3 recover from You any expenditure reasonably incurred by Us in obtaining goods in substitution of the Goods from another supplier; and
 - 6.2.4 claim damages for any additional costs, loss or expenses incurred by Us which are in any way attributable to Your failure to deliver the Goods on the due date.
- 6.3 Unless otherwise agreed in Writing, all Goods shall be delivered, carriage paid. Your employees, agents or carriers shall be responsible for off-loading the Goods as directed by our employees.
- 6.4 The Goods shall remain at Your risk until delivery to Us is complete, when ownership of the Goods shall pass to Us.
- 6.5 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract shall be treated as a single contract and not severable.



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- 6.6 We shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and Goods shall not be deemed accepted or Services completed until We have had a reasonable time to inspect (and where appropriate to test) them following delivery or, if later, within a reasonable time after any latent defect in the Goods or Services has become apparent. Upon rejecting Goods, We shall give You notice of rejection and shall return the Goods to You, or make the Goods available for collection at Our premises at Your risk and expense. If you fail to collect the Goods within a reasonable time, we shall serve notice on you of our intention to, store, destroy or otherwise dispose of the Goods and you shall be liable for the costs in doing so.
- 6.7 Where the Services are not performed by the due completion date, We shall be entitled, without prejudice to any other rights which We may have, to require such further manpower to complete the Services as We shall at Our sole discretion decide; bring in alternative service providers to provide the works and charge You for the cost of so doing; or cancel the contract without further liability to You; and claim such other damages as we may suffer as a result of any such failure to complete the Services on time.
- 6.8 If any Goods are not supplied or Services not provided or completed on or by the agreed date then, in addition to any other remedies available to us, we will be entitled to deduct two percent (2%) of the overall Contract Price for those Goods, for every week's delay.
- 6.9 The signature of any of Our officers or employees on any delivery note or similar documentation shall be evidence only of the number of packages/pallets received. It is not evidence that the Goods delivered are in good or acceptable condition or are fit for purpose or that the Services have been performed to our satisfaction or that We accept any change to the terms of the Contract that may be included on such delivery note or document.
- 6.10 You shall supply Us in good time with all instructions and other information required to enable Us to accept delivery of the Goods or approve completed performance of the Services.
- 6.11 You shall adequately pack and protect the Goods against damage and deterioration and shall be responsible for ascertaining any special delivery requirements, including booking in of a delivery in advance, and the hours in which delivery is possible. We shall not be obliged to return to You any pallets packaging or packing materials for the Goods, whether or not We accept any Goods.
- 6.12 If We supply any articles to You, e.g. for modification or copying, they stay Our property at all times. Those articles must be kept confidential and secure and You agree that We can enter Your premises at any time on reasonable notice to ensure that this is so or to retrieve such property. Whilst those articles are in Your custody, You must not use them, copy them or disseminate them, electronically or otherwise, except in the performance of our Contract. We retain copyright and any other available intellectual property rights in any plans, design drawings, computer programs, compilations of data, specifications or the like which We supply to You. You hereby indemnify Us against any loss caused to Us, and You will account to us for any profit which You make, through any breach of this Condition.
- 6.13 If any performance of Services occur on our premises or at the delivery of any Goods this sub-section will apply. You will ensure that best industry standards are adopted for the health and safety both of Your personnel and of any other individuals affected by Your actions. We may refuse or terminate access to any individual whom We reasonably consider undesirable to have on Our premises. Your personnel must, while on Our premises, comply with Our Policies and otherwise. You will be responsible to Us on a full indemnity basis for all damage and injury caused by Your staff or sub-contractors.

7. WARRANTIES, LIABILITY AND INDEMNITY

- 7.1 You warrant, represent and undertake to Us that the Goods:
- 7.1.1 shall be the quantity, quality, description and specification set out in Our Purchase Order, and otherwise of the best standards reasonably to be expected in the market for that kind of goods and otherwise fit for any purpose held out by You or made known to You at any time before or when the Purchase Order is placed;
- 7.1.2 shall be free from defects in design, material and workmanship and shall remain so for a reasonable period (bearing in mind the nature of the Goods and the purposes for which goods of that type are normally used or the purpose which We have made known to You);
- 7.1.3 shall correspond with any relevant sample or specification which We have provided to You; and
- 7.1.4 shall comply with all statutory requirements, regulations and good industry practice relating to the sale of the Goods;
- 7.1.5 that all claims made by You in Your advertising and promotional material, are correct and can be relied upon; and
- 7.1.6 neither the sale and supply of any Goods, will breach any property rights in relation to those Goods of any other person.
- 7.2 If any Goods or the provision of any Services do not comply with all Contractual requirements We can at Our entire discretion demand that You repair them or supply replacement Goods or enhanced or alternative Services within a period to be stipulated by Us or, We can reject the Goods and Services and demand the repayment of any sum already paid for them.
- 7.3 You warrant, represent and undertake to Us that all Services shall be performed by appropriately qualified and trained personnel, with due care and diligence and to the high standard of quality that a prudent, experienced and diligent provider of services of substantially the same nature as the Services would employ, causing Us as little disruption as possible. You shall comply with Our Policies in Your delivery or collection of the Goods at Our premises and the provision of the Services.
- 7.4 The following provisions set out the entire financial liability of Us (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of any breach of these Conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with a Contract. We shall have no liability to You for any loss of profit, loss of goodwill, loss of reputation, loss of data, loss of anticipated savings (even when advised of the same) or any indirect or consequential loss. Subject to the foregoing, Our maximum aggregate liability, subject to condition 7.5, in relation to each Contract, and whether in contract, tort (including negligence) or otherwise shall be limited to the greater of Price attributable to that Contract or £7,500. Nothing in this Contract is intended to limit or exclude Our liability for any matter for which liability cannot be limited or excluded at law.
- 7.5 Nothing in these conditions excludes or limits the liability of Us for death or personal injury caused by Our negligence or for fraudulent misrepresentation.
- 7.6 You hereby indemnify Us and will keep Us indemnified in respect of all liabilities, losses, charges, damages, claims, demands, actions, fines, penalties, awards, costs and expenses (including legal and other professional costs and out of pocket disbursements properly incurred) and including any tax thereon in each case of whatever nature and whether direct, indirect, special or consequential as a result of Your breach of Contract and whether arising in contract, tort or otherwise.
- 7.7 Where you provide Services which cause down time to any of Our production beyond that which We have agreed in Writing, you agree to indemnify us in accordance with Condition 7.6.
- 7.8 Any third party indemnities of which You have the benefit in relation to any Goods will be held on trust by You for Us.
- 7.9 We shall not be liable to You or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of Our obligations in relation to the Goods/Services, if the delay or failure was due to any cause beyond Our reasonable control.

8. TERMINATION

- 8.1 If Goods have been offered by You as, or if they are, standard or stock items We can, by notice to You, at any time up to delivery cancel Our commitment to buy them. We may further cancel any Contract for Goods but We will be bound to reimburse You for all irrecoverable direct costs, subject to condition 7.4, incurred or unavoidably committed, by You up to the point of cancellation, subject to Our reasonable satisfaction of such costs having been incurred by You. Your right to reimbursement shall not exceed 60% of the value to you of the particular Purchase Order (or part thereof) which is cancelled.
- 8.2 We may suspend performance of, or cancel, or suspend and then at any subsequent time cancel, the contract without any liability to You if You breach its terms, or if Your business fails. We shall be entitled to terminate the Contract without liability to You by giving You notice at any time if You make any voluntary arrangement with Your creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) You become bankrupt or (being a company) You become subject to an administration order or go into liquidation (either voluntary or compulsory) (other than for the purpose of amalgamation or reconstruction), an encumbrancer takes possession, or a receiver is appointed, over any of Your property or assets. You cease, or threaten to cease, to carry on business, You undergo a change of control of Your business, You are in breach of this Contract and (in the case of a breach capable of remedy), You fail to remedy the breach within 10 days of the date of Our notice requiring You to remedy the breach, if We reasonably apprehend that any of the events mentioned above is about to occur to You or a Group Company of Yours and We notify You in Writing or if anything analogous to the aforementioned occurs in any other jurisdiction.
- 8.3 Any right of cancellation or suspension under these Conditions is additional to any rights available to Us under the law of any relevant jurisdiction.

9. COMPLAINTS, PRODUCT RECALL AND DISPUTES

- 9.1 The costs of handling complaints where, in Our reasonable opinion, such complaints are attributable to You shall be charged to You at Our rates in force at the time of handling the complaints together with the costs of reimbursement or compensation paid.
- 9.2 We shall provide to You samples and such information as We may reasonably be able to do so in relation to any complaint.
- 9.3 You shall immediately notify Us in Writing (providing all relevant details) if You discover that there is:
- 9.3.1 any defect in any Goods and/or Services which have been delivered to Us at any time;
- 9.3.2 any error or omission in the instructions for the use, usability and/or assembly of any Goods; or
- 9.3.3 a risk that You suffer any incident that may damage Our reputation or that of any of Our brands or those of a McCambridge Group Company, (whether or not any such defect, error, omission or incident represents a breach of this Contract) and which causes or may cause any risk of death, injury, damage to property or loss of reputation.
- 9.4 Where any of the circumstances in condition 9.3 apply, We may at Our absolute discretion and at Your sole cost:
- 9.4.1 recall any Goods and/or any other products into which the Goods have been incorporated already sold and/or distributed by Us and require You to pay Us or credit to Us Our selling price, or replace the Recalled Goods (at Our sole option);
- 9.4.2 issue any public notification (in Writing or otherwise) to Our customers about the manner of use or operation of any Goods or any other products into which the Goods have been incorporated, in each case on the basis of the identification whether by Us, Our customers or any third party of any defect in the relevant Goods or any error or omission in the instructions for their use or otherwise (whether or not that defect, error or omission represents a breach of this Contract) that We reasonably conclude affects or may affect any of the Goods supplied or any product into which the Goods have been incorporated, which causes or may cause any risk of death, injury or damage to property ("Product Recall").
- 9.5 The decision for a Product Recall for one or more Goods or any Product(s) into which the Goods have been incorporated ("Recall Goods") shall be taken by Us in Our absolute discretion.
- 9.6 If there is a Product Recall, You shall co-operate with Us and provide all assistance to ensure that the Product Recall is promptly and effectively dealt with. The parties shall have the following respective responsibilities:
- 9.6.1 You shall follow procedures covering Product Recall in the State in which Recalled Goods were sold or distributed subject to any directions received from Us;
- 9.6.2 You must ensure that You retain all batch records and product information relating to the Recalled Goods and that these records are made available to Us within four (4) hours of notification of the Product Recall;
- 9.6.3 You shall advise Us of the last known location of all Recalled Goods so that a reconciliation may be carried out;
- 9.6.4 upon Our request, You shall cease delivering or otherwise distributing the Recalled Goods to Us;
- 9.6.5 You shall ensure that all of Your relevant employees and sub-contractors are aware of and prepared for applying the Product Recall procedure set out in or referred to in this condition 9;
- 9.6.6 You shall only supply Goods replacing the Recalled Goods upon Our request in writing;
- 9.6.7 all press or other enquiries relating to Recalled Goods or the Product Recall shall be dealt with by Us and all enquiries You receive relating to the Product Recall shall be immediately referred to Us without comment; and
- 9.6.8 We shall be solely responsible for the publication of any notices or press releases associated with a Product Recall.
- 9.7 You acknowledge that We place particular reliance upon this Contract and in addition to any other remedy available to Us, You irrevocably and unconditionally agree to indemnify Us and keep Us indemnified against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including legal expenses) and other professional advisers' fees to the extent that the same result directly or indirectly.
- 9.8 You shall provide all facilities, assistance and advice We (or Our insurers) require for the purpose of contesting or dealing with any third party action, third party claim or third party matter arising out of Your performance, or purported performance of, or failure to perform, this Contract.

10. IMPORT/EXPORT

- 10.1 Where the Goods are supplied for import into the United Kingdom, the provisions of this condition 10 shall (subject to any special terms agreed in Writing between the parties) apply notwithstanding any other provisions of the Contract.
- 10.2 You shall be responsible for complying with any legislation or regulations for both the export of the Goods from the State of origin and the import of the Goods into the State of destination and for the payment of any duties thereon.



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11. AUDIT

11.1 You grant Us, Our statutory auditors and Our designated agents the right of reasonable access on reasonable notice from time to time to Your relevant records, sites and/or materials to the extent required for performing an audit of Your operations, facilities, procedures, systems and insurance arrangements to ensure compliance with Our requirements (including lab testing of foodstuffs), all legislation and the Specification, Order and Contract. We shall ensure that Our employees or agents comply with Your health and safety procedures whilst at your premises. You agree to promptly co-operate and provide reasonable assistance. You shall permit Us, Our statutory auditors and Our designated agents to take copies of records and documentation necessary to allow Us to comply with all applicable legislation or as We otherwise reasonably require.

12. INSURANCE

12.1 You shall, at Your own cost, effect and maintain with reputable insurers such insurance policies as are appropriate and adequate having regard to good industry practice and Your obligations and liabilities under the Contract, including (without prejudice to the generality of the foregoing) Product/Public Liability Insurance and Employers' Liability Insurance each with an Indemnity limit of no less than five million pounds (£5,000,000) in aggregate in any one year period in respect of any and all liability howsoever and whenever arising in respect of a claim under a Contract. You shall (upon Our request in Writing) provide Us with reasonable details of the insurance maintained in force in accordance with this condition 12 in the English language (and any translation costs shall be Your responsibility). You shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition 12.

CONFIDENTIALITY

12.2 You may disclose Our confidential information to:

- 12.2.1 those of Your employees, officers or agents on a need to know basis provided that You ensure they are made aware that the information is Our confidential information, You obtain confidentiality undertakings from them at least as onerous as those contained within this Condition 13 and notwithstanding the foregoing, You remain liable for their breaches of confidentiality (if any); and
- 12.2.2 to any competent authority acting lawfully that requires access to Our confidential information, providing that You give Us as much notice as reasonably practicable in the circumstances and assist Us in any lawful actions We take to prevent such disclosure.

13. GENERAL

13.1 This Contract is personal to You and You shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

13.2 We may assign or otherwise transfer our rights under a Contract, whether in whole or in part to a third party

13.3 Members of the McCambridge Group may enforce their rights under the provisions of these conditions where the same are stated to or would by implication apply.

13.4 Subject to Conditions 13.2 and 13.3 any party who is not a party to a Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 (but this shall not affect the rights or remedies of a third party that exist or are available apart from that Act).

13.5 Termination of a Contract shall not prejudice the rights and liabilities of either party which accrued prior to such termination or arise as a result of such termination. Any provisions of a Contract that are expressed to survive, (or implicitly survive by their very nature) shall survive termination of a Contract (for any reason).

13.6 We shall be entitled to amend these Terms and Conditions on giving not less than thirty (30) days notice.

13.7 No waiver by Us of any breach of Contract by You will be considered as a waiver of any subsequent breach of the same or any other provision, or as a release of the provision which You breached. No delay by Us in enforcement, and no toleration shown by Us, is to imply any waiver or compromise of Our rights.

13.8 Where You process personal data (such term having the meaning ascribed in the Data Protection Act 1998), You shall only process such data in accordance with Our express instructions and shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

13.9 You agree that during the continuance of any Contract and for one year after its expiry, You shall not solicit or induce any of Our officers, employees, agents or contractors to terminate their employment or engagement with Us, without Our prior consent in Writing. For the avoidance of doubt, any general recruitment advertisement placed by You (or on Your behalf) shall not be deemed to be solicitation for the purposes of this Condition 13.8