

THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

1. **Interpretation**
- The following definitions and rules of interpretation apply in these Conditions.
- 1.1 Definitions
- Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- Conditions:** these terms and conditions as amended from time to time in accordance with Clause 21.
- Company:** The Coventry and Solihull Waste Disposal Company Limited (registered in England and Wales with company number 02690488) of Waste To Energy Plant, Bar Road, Coventry CV3 4AN.
- Contract:** the contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
- Supplier Personnel:** all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract.
- Delivery Date:** the date specified in the Purchase Order, or, if none is specified, within 7 days of the date of the Purchase Order.
- Goods:** the goods (or any part of them) set out in the Purchase Order.
- Purchase Order:** the Company's order for the supply of Goods and/or Services, as set out in the Company's purchase order form.
- Services:** the services to be provided by the Supplier to the Company under the Contract.
- Supplier:** the person or firm from whom the Company purchases Goods and/or Services.
- 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 personal representatives, successors and permitted assigns.
- c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- e) A reference to writing or written excludes fax but not email.
2. **Conditions**
- 2.1 Obligations on the Company's part are accepted only if the Company's Purchase Order is placed in writing. These Conditions apply 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. 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.
- 2.2 The Contract comprises an offer by the Company to purchase the Goods and/or acquire the Services subject to the provisions of the Purchase Order and to these Conditions and the Supplier's acceptance thereof by word or conduct, at which point the Contract shall come into existence.
3. **Packing and Documentation**
- 3.1 The Purchase Order Number must be quoted on all correspondence including advice notes and invoices relating to the Purchase Order and must be distinctly marked on address labels. Packing or contents notes MUST accompany all Goods, unless specifically agreed.
- 3.2 When materials and/or Goods are to be exported from the country of origin, export packing must be suitable to withstand pilferage, distortion, corrosion, damage and/or contamination and shall provide waterproof protection where necessary including for storage in tropics. All Goods shall be clearly and legibly labelled and addressed. Charges by the Supplier for preparation, packing, boxing, crating, freight, insurance and/or special services of any kind will not be allowed, unless specifically authorised in the Purchase Order. Arrangements for payment and return of returnable wooden packing cases, pallets, drums and other reusable articles used for packing the goods must be notified in writing to the Company in advance of delivery.
- 3.3 The Goods will not be delivered in such a manner as to require the Company to provide facilities for offloading unit weights of more than fifty kilogrammes, unless specifically agreed in writing by the Company, and the Supplier must instruct the carrier accordingly.
4. **Delivery**
- 4.1 The Supplier warrants the performance of the Services and/or delivery of all the material, equipment or other Goods at places and times

THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

stated in the Purchase Order or in an amendment to Purchase Order agreed in writing between the Company and the Supplier and time shall be of the essence of the Contract. All delays arising or likely to arise in delivery and/or performance are to be reported immediately to the Company and confirmed in writing.

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

5. Company's Remedies

5.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in Clause 6, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Company 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 to the Supplier at the Supplier's own risk and expense;
- c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- e) to recover from the Supplier any costs incurred by the Company in obtaining substitute Goods from a third party; and
- f) to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 If the Supplier fails to perform the Services by the applicable dates, the Company shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- c) to recover from the Supplier any costs incurred by the Company in obtaining substitute services from a third party;
- d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and

6. Guarantee

6.1 It shall be a condition of the Contract that the Goods and the Services comply in all respects with the contract description, specification as set out on or referred to on the Purchase Order, with any statements or undertakings made by the Supplier or his servants or agents, prior to the giving of the Purchase Order and with all applicable statutory requirements and regulations.

6.2 The Supplier undertakes that all Goods and Services supplied by it shall be of first class quality and recognises that the Company has placed the Purchase Order relying on the skill and expertise of the Supplier and any statements and representations made by it, if the Goods and/or Services (or any of them) supplied shall be defective on delivery/performance or should prove to be defective within 12 months of delivery to the Company, then the Company may call upon the Supplier (but without prejudice to the Company's other rights or remedies) to rectify the defects or replace the Goods and/or Services (at the Company's option) at the Supplier's own expense.

6.3 All the obligations in these Conditions shall also apply to any such rectified or replacement Goods and/or Services.

6.4 The Supplier recognises that late performance and/or delivery and/or supply of defective Goods may cause the Company loss, including the Company's failure to meet other contractual commitments and/or to breach any of its contracts, and shall indemnify the Company for any loss and/or damage it incurs or suffers as a result.

6.5 The Supplier warrants to the Company that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence.

6.6 The Supplier shall indemnify the Company in full against all liability, loss including loss of profit, costs, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with (i) any breach of these Conditions, (ii) any claim that the Goods infringe, or their importation, use or resale, infringes the patent, copyright, database right, registered design, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification or drawing supplied by the Company, (iii) any liability under the Consumer Protection Act 1987 in respect of the Goods and/or Services, (iv) any act or omission of the Supplier its employees, agents or sub-contractors in supplying, delivering and/or installing the Goods and (v) any act or omission of the Supplier its employees agents or sub-

THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

contractors in connection with the performance of the Services.

7. Prices

All prices shall be fixed (it is not acceptable for the Supplier to quote a variable price or stipulate for prices at the date of delivery or the like). All prices are exclusive of any applicable value added tax which shall be payable by the Company (subject to receipt of a VAT invoice) at the rate prevailing at the relevant tax point and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the goods to the address for delivery as shown on the Purchase Order and any duties, imposts or levies other than value added tax. No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in writing.

8. Quantity

8.1 Neither the quantity of Goods specified in the Purchase Order nor the production arrangements therefor shall be exceeded without the prior written consent of the Company. The Company's count shall be accepted as conclusive on all shipments not accompanied by a packing or contents note and in any event the Company shall be entitled to return any material in excess of the quantities specified in the Purchase Order, at the Supplier's risk and expense.

8.2 If the Supplier delivers less than 95% of the quantity of Goods ordered, the Company may reject the Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers less than the quantity of Goods ordered, and the Company accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

9. Payment

9.1 Unless otherwise agreed in writing the Company shall make payment within 30 days of the end of the month in which the invoice is raised. Payment by the Company shall not constitute any admission by the Company as to the performance by the Supplier of its obligations and/or acceptance of the Goods and/or the Services by the Company.

9.2 If the payment terms provide for the payment in full on or before delivery, the Supplier shall arrange for a performance bond for 100 per cent of the price to be provided by a first class British bank in favour of the Company, payable against the Company's certificate that the Goods and/or Services have not been delivered/performed or are defective and which shall be delivered to the Company no later than 14 days after receipt of the Purchase Order and in any event prior to the commencement of production of the Goods or performance of the Services. The provision of such bond is a condition precedent to the Contract and the supply of Goods and/or Services. If the Supplier fails to so deliver such

performance bond the Company may, without prejudice to any other rights and/or remedies it may have, terminate the Contract for the supply of the Goods and/or Services, the Supplier shall forthwith on receipt of the Company's notice of termination return to the Company all amounts which have been paid by the Company in relation to the Goods and/or Services and shall indemnify the Company in full against all and any costs, losses and/or liabilities incurred or suffered by the Company in connection with the Contract and/or its termination including any additional amount incurred by the Company in acquiring substitute goods and/or services from a third party.

9.3 The Company shall be entitled to set off against the price any sums owed to the Company by the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

10. Passing of Property and Risk

Without prejudice to any rights of rejection the property and risk in the Goods shall pass to the Company on delivery unless payment in full for the Goods is made prior to delivery, when property and title shall pass to the Company once payment has been made or (if earlier) the Goods have been appropriated to the Contract.

11. Assignment

The Supplier agrees that the Purchase Order is personal to the Supplier and neither the Purchase Order nor any interest therein shall be assigned, transferred, sub-contracted or charged by the Supplier except with the Company's prior approval which shall not be unreasonably withheld. The Company shall be entitled to assign the benefit of the Purchase Order or any part thereof to any customer or client of the Company. If the Contract is sub-contracted in whole or in part the Supplier shall remain fully liable to the Company for any act or omission of its sub-contractor.

12. Proprietary Rights

When the cost of special dies, moulds, jigs and/or tools involved in the manufacture of Goods covered by the Purchase Order is included in the contract price such dies, moulds, jigs and/or tools shall become the property of the Company upon completion of the Purchase Order and shall be held or disposed of in accordance with the instructions of the Company.

13. Confidentiality

13.1 The Supplier shall keep and procure to be kept secret and confidential all secret or confidential commercial, financial and technical information, know how, trade secrets, inventions, computer software and other information whatsoever and

THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

in whatever form or medium belonging to the Company disclosed as a result of the relationship of the parties under the Contract, ("**Confidential Information**"), and shall not use nor disclose the same save as envisaged in these Conditions.

13.2 Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this clause and each party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

13.3 The obligations of confidentiality in this clause shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in these Conditions or which the Supplier can show was in its written records prior to the date of disclosure of the same by the Company under these Conditions or which it receives from a third party independently entitled to disclose it or which it is required by law or regulatory authority to disclose.

14. Drawings and Other Property of Buyer

14.1 If the Company shall supply the Supplier with any drawings, patterns, plans, schedules, specifications, notes, other documents or designs, tooling, equipment or any other property of any kind whatsoever ("**Company Property**") the Supplier will not duplicate, publish, use or discuss or communicate or reveal them to any person, firm or corporation or utilise them or any information contained therein for any purpose except as may be strictly necessary in the performance of the Supplier's work for the Company as set out in the Purchase Order and all such Company Property shall at all times be and remain the property of the Company and shall be held by the Supplier at the Suppliers risk and shall be promptly returned to the Company upon completion of the Contract or earlier if the Company requires. The Company is hereby irrevocably authorised without any requirement as to notice to enter upon the premises of the Supplier for the purpose only of recovering the said Company Property. The Supplier shall indemnify the Company in full against any and all loss and/or damage of Company Property and shall insure the same whilst at its risk.

14.2 If the Goods are to be supplied in accordance with the Company's drawings or specifications the Supplier hereby grants the Company an irrevocable licence to make procure, use and sell any improvement in such Goods made by the Supplier.

15. Insurance

The Supplier shall maintain in full force and effect such insurance as is required by law and as would be maintained by an RPO operating in the same field as the Supplier. The Supplier shall produce the relevant policies and evidence of payment of premium from time to time upon request from the Company. For the purposes of this condition "RPO" means a Reasonable and Prudent Operator being a person seeking in good

faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable law engaged in the same type of undertaking in the same or similar circumstances and conditions.

16. Inspecting and Expediting

The Supplier agrees (a) that all inspections and tests by the Company may be made as required by the Company or otherwise, (b) that all material, equipment and other goods furnished hereunder shall be subject to inspection by the Company, and/or those authorised by the Company at all reasonable times and places, before during and after manufacture, (c) that when inspection is provided for under the Purchase Order or otherwise, the Supplier shall give the Company written advance notice of readiness for inspection, (d) that inspection or failure to inspect, by the Company and/or any other authority shall not relieve the Supplier of any responsibility or reliability with respect to any such material, equipment or other goods and is not interpreted in any way as acceptable thereof or knowledge by the Company.

17. Work on Site

Where the Supplier requires access to the Company's premises for the purposes of installation of the Goods and/or performance of the Services the Company shall provide reasonable access and all services necessary to permit the Supplier to fulfill its obligations under the Contract at mutually convenient times. The Supplier will not do or omit to do anything at the Company's premises which would render the Company liable to any person and the Supplier shall observe all regulations and provisions in force relating to the safety of persons using the Company's premises.

18. Anti-Bribery and Anti-Corruption

18.1 The Supplier shall (and shall procure that the Supplier Personnel shall) during the term of the Contract:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (**Relevant Requirements**), including but not limited to the Bribery Act 2010;
- (b) 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;
- (c) not do, or omit to do, any act that will cause or lead the Company to be in breach of any of the Relevant Requirements;
- (d) notify the Company (in writing) if it becomes aware of any breach of

THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

- clause 18.1(a), clause 18.1(b), or clause 18.1(c), or has reason to believe that it or any Supplier Personnel have received a request or demand for any undue financial or other advantage in connection with the performance of the Contract;
- (e) establish, maintain and enforce its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 18.1(b);
- (f) if requested, provide the Company with any reasonable assistance, at the Company's reasonable cost, to enable the Company to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements;
- 18.2 The Supplier shall indemnify the Company against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Company as a result of any breach of this **Error! Bookmark not defined.Error! Reference source not found.8** by the Contractor or any breach of provisions equivalent to this **Error! Bookmark not defined.Error! Reference source not found.8** in any Subcontract by any Subcontractor.
- 18.3 The Supplier warrants and represents that:
- (a) neither the Supplier nor any of its officers, employees or other Supplier Personnel:
- (i) has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
- (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
- (iii) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts including, without limitation, any exclusion under regulation 57 of the Public Contracts Regulations 2015 (SI 2015/102) or regulation 80 of the Utilities Contracts Regulations 2016 (SI 2016/274);
- (b) none of the officers or employees of the Supplier or any other Supplier Personnel is a foreign public official; and
- (c) no foreign public official owns a direct or indirect interest in the Supplier or any other Supplier Personnel and no public official has any legal or beneficial interest in any payments made by the Company under the Contract.
- 18.4 The Supplier shall promptly notify the Company if, at any time during the term of the Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 18.3 at the relevant time.
- 18.5 Breach of this **Error! Bookmark not defined.Error! Reference source not found.8** shall be deemed a material breach under clause 21.2.
- 18.6 If the Company terminates the Contract for breach of this **Error! Bookmark not defined.Error! Reference source not found.8**, the Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or contracts with additional third parties entered into before termination.
- 18.7 Notwithstanding any other provision in the Contract, the Company shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.
- 18.8 For the purpose of this **Error! Bookmark not defined.Error! Reference source not found.8**, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act, and section 8 of that Act respectively.
- 19. Anti-facilitation of tax evasion**
- 19.1 The Supplier shall (and shall procure that the Supplier Personnel shall) during the term of the Contract:
- (a) not engage in any activity, practice or conduct which would constitute either:
- (i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

- (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- (b) not do, or omit to do, any act that will cause or lead the Company to commit an offence under section 45(1) or section 46(1) of the Criminal Finances Act 2017;
- (c) notify the Company (in writing) if it becomes aware of any breach of clause 19.1(a) or has reason to believe that it or any Supplier Personnel have received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Contract;
- (d) establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation its Supplier Personnel) and to ensure compliance with clause 19.1(a);
- (e) if requested, provide the Company with any reasonable assistance, at the Company's reasonable cost, to enable the Company to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with Part 3 of the Criminal Finances Act 2017;
- 19.2 The Supplier shall indemnify the Company against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Company as a result of any breach of this clause 19 by the Company or any breach of provisions equivalent to this clause 19 in any Subcontract by any Subcontractor.
- 19.3 The Supplier warrants and represents that:
- (a) neither the Supplier nor any of its officers, employees or other Supplier Personnel:
- (i) has been convicted of any offence involving tax evasion or the facilitation of tax evasion;
- (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence concerning tax evasion or the facilitation of tax evasion; or
- (iii) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts including, without limitation, any exclusion under regulation 57 of the Public Contracts Regulations 2015 (SI 2015/102) or regulation 80 of the Utilities Contracts Regulations 2016 (SI 2016/274).
- 19.4 The Supplier shall promptly notify the Company if, at any time during the term of the Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 19.3 at the relevant time.
- 19.5 Breach of this clause 19 shall be deemed a material breach under clause 22.
- 19.6 If the Company terminates the Contract for breach of this clause 19, the Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or contracts with additional third parties entered into before termination.
- 19.7 For the purpose of this clause 19, the question of whether a person is associated with another person shall be determined in accordance with section 44 of the Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act).
- 20. Anti-slavery and human trafficking**
- 20.1 In performing its obligations under the Contract, the Supplier shall (and shall procure that its subcontractors shall):
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (**Anti-slavery Laws**) including but not limited to 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 had been carried out in England or Wales;
- (c) include in its contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 20;
- (d) notify the Company (in writing) as soon as it becomes aware of any breach or suspected breach of clause 20.1 **Error! Reference source not found., Error!**

THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

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20.2	The Supplier represents and warrants throughout the term that:	20.6 Breach of this clause 20 shall be deemed a material breach under clause 22.
	(a) neither the Supplier nor any of its officers, employees or subcontractors:	21. Audit and record keeping
	(i) has been convicted of any offence involving slavery and human trafficking anywhere in the world; or	21.1 The Supplier shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Contractor in connection with the Contract and the steps taken by the Contractor to comply with its obligations under clause 19, clause 190 and clause 21 during the previous six years. The Contractor shall ensure that such records and books of accounts are sufficient to enable the Customer to verify the Contractor's compliance with its obligations under clause 19, clause 190 and clause 21.
	(ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; or	21.2 The Supplier shall permit the Company and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of clause 19, clause 190 and clause 21, to access and take copies of the Contractor's records and any other information held at the Supplier's premises and to meet with the Company's staff to audit the Supplier's compliance with its obligations under clause 19, clause 190 and clause 21. Such audit rights shall continue for three years after termination of the Contract. The Supplier shall give all necessary assistance to the conduct of such audits undertaken pursuant to this clause.
	(iii) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in any government procurement programmes or other government contracts including, without limitation, any exclusion under regulation 57 of the Public Contracts Regulations 2015 (SI 2015/102).	(c) Audit access by any third party representative of the Customer shall be subject to such representative agreeing confidentiality obligations equivalent to those in clause 13 in respect of the information obtained, always provided that all information obtained may be disclosed to the Customer.
20.3	The Supplier shall implement due diligence procedures for its subcontractors or any part of its supply chain performing obligations under the Contract to ensure that there is no slavery or human trafficking taking place.	22. Termination
20.4	The Supplier shall:	22.1 Without limiting its other rights or remedies, the Company may terminate the Contract in whole or in part at any time before delivery of the Goods or performance of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods or Services at the time of notice of termination being served, but such compensation shall not include loss of anticipated profits or any consequential loss.
	(a) implement a system of training for its employees, and subcontractors to ensure compliance with the Anti-Slavery Policy and Anti-slavery Laws;	22.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:
	(b) keep a record of all training offered and completed by its employees, and subcontractors to ensure compliance with the Anti-Slavery Policy and Anti-slavery Laws and shall make a copy of the record available to the Customer on request.	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 30 days of the
20.5	The Supplier shall indemnify the Company against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by the Customer as a result of any breach of this clause 20 by the Contractor or	

THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

- Supplier being notified in writing to do so;
- b) 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 another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- c) 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 another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- d) 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
- e) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 22.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 22.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 23. Force Majeure**
- Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for one month, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.
- 24. Entire Agreement**
- The Contract constitutes the entire agreement between the parties. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 25. Variation**
- 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 the Company.
- 26. Waiver**
- A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 27. Severance**
- 28.** 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 the Contract. If any provision of the Contract is deemed deleted under this Clause 15.6 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. **Notices**
- 28.1 Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office, address as set out in the Purchase Order, or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by hand, or sent by pre-paid first class post or other next working day delivery service, or by email.
- 28.2 A notice shall be deemed to have been received: if delivered by hand, when left at the address referred to in clause 24.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the Business Day after posting; or, if sent by email, one Business Day after transmission.
- 28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 29. Governing Law and Jurisdiction**
- These Conditions and 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 in all respects be governed and construed in accordance with English law. Any dispute or claim (including non-contractual disputes or claims) arising under or in connection with this Contract shall be subject to the exclusive jurisdiction of the English courts and the parties

**THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED
PURCHASE ORDER TERMS AND CONDITIONS**

waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

30. Third Party Rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the