8.1 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract (and in particular, which do not comply with the provisions of clause 3 or clause 11), and shall not be deemed to have accepted them until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

9. Risk and Title
9.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery in accordance with the Contract.
9.2 Ownership of the Goods shall pass to the Buyer on the earlier to occur of (i) delivery, or (ii) when payment for the Goods is made.
9.3 If the Buyer properly rejects any Goods in accordance with this Contract, the risk in and title to those Goods shall revert to the Seller on the giving of notice of that rejection to the Seller.

10. Compliance
10.1 In performing its obligations under this Contract, the Seller shall comply with all applicable laws and regulations which are relevant to the provision of Goods or Services under this Contract, including, without limitation, in relation to:
10.1.1 the manufacture, sale, and use of the Goods or Services (including, without limitation, British Standards, applicable health and safety legislation, and export and import controls);
10.1.2 the performance of the Services, and the term during which the Goods and/or Services will be provided, which is specified or referred to in the Purchase Order or Specification, in which it is otherwise included, included in any quotation, presentation or other document specification supplied or otherwise agreed in writing by the Buyer.
10.1.3 the performance of the Services (if any) described in the Purchase Order or Specification.
10.1.4 these Contract Terms are nevertheless appended to a Purchase Order by the Buyer, then those Contract Terms shall apply to the Goods and or Services on the Buyer’s short form or long form terms and conditions for the supply of goods and services, and the Seller shall not be entitled to claim that the Buyer’s purchase order is for the supply of goods and services on such terms and conditions.
10.1.5 the performance of the Services (if any) described in the Purchase Order or Specification.

11. Warranties
11.1 The Seller warrants to the Buyer that the Seller is fully qualified, financed and organised to perform the Contract and that the Goods:
11.1.1 will be of satisfactory quality and fit for all purposes for which the Goods are commonly supplied, and will otherwise comply with the provisions of clause 3;
11.1.2 will be free from defects in design, material and workmanship and shall remain so for a minimum of 12 months after delivery; and
11.1.3 will correspond with the Specification and sample; and
11.1.4 will comply with all applicable laws and regulations relating to the manufacture and sale of the Goods, the Goods safety, packaging, labelling and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed).
11.2 The Seller warrants to the Buyer that the Goods:
11.2.1 will be delivered on time and in accordance with the Contract, together with the Intellectual Property Rights in such Specification shall be the Seller’s exclusive property;
11.2.2 shall be of such quality and condition as to be reasonably fit for all purposes for which the Goods are commonly supplied, and will otherwise comply with the provisions of clause 3;
11.2.3 will comply with all applicable laws and regulations relating to the performance of the Services and the processing of personal data for the purpose of this Contract.

12. Certain Rights and Remedies on Default
12.1 Each of the Buyer’s rights or remedies is without prejudice to any other right or remedy.
12.2 If the Goods are not delivered or Services are not performed on the due date or in accordance with this Contract (whether or not a failure to do so would amount to a breach of contract (within the meaning of clause 10)), then the Buyer shall be entitled to cancel the Purchase Order (or any part) without liability and purchase substitute items or services elsewhere and recover from the Seller any loss or additional costs incurred.
12.3.1 an order to the Seller or its contractors or the Buyer’s or any third party to perform work or take action, give notice or order which has the effect of putting any of the Seller’s rights or obligations under the Contract in breach or in any way incidental to meeting or failure to perform any of its obligations under the Contract;
12.3.2 require the Seller to remove defective work or complete the works to the Buyer’s reasonable satisfaction;
12.3.3 claim damages for any costs, expenses or losses (including legal expenses) incurred by the Buyer as a result of or in connection with the Contract;
12.3.4 the Buyer may at any time during the performance of the Services give notice to the Seller requiring the Seller to replace defective or non-conforming Goods or Services with Goods of a similar kind having the same or better performance and quality; and
12.3.5 claim damages against the Buyer for any failure to perform any of its obligations under the Contract;
12.3.6 require the Seller to take such steps as are necessary to secure that the Goods or Services are performed to the Buyer’s satisfaction;
12.3.7 the Seller shall not be deemed to have failed to perform any of its obligations under the Contract by reason of any delay in performing, or any failure to perform, any of its respective obligations if the delay or failure was caused by circumstances beyond the Seller’s control or such failure or delay was not caused by the Seller’s negligence or default.
15 SPARE PARTS

15.1 Where applicable, the Seller shall ensure that all spare parts and/or replacement parts, components and materials for the Goods shall be available for a period of at least 5 years following the date of use by the Buyer of the Goods in question. These Contract Terms shall apply to those spare and/or replacement parts.

16 INSTALLATION AND WORK ON SITE

16.1 The Seller shall at all times whilst on the Buyer's premises or on site comply with and procure that its employees, agents, sub-contractors and any other representatives acting on the Seller's behalf comply with all relevant statutory and other legal requirements relating to the provision of the Services, all health and safety legislation and all security and safety regulations and rules of time to time in force. Where the Seller is in possession of any premises or site, including the particular health and safety policies of the Buyer in relation to such premises or site that are in place from time to time, and the Seller will be deemed to have full knowledge of such premises or site and to be bound by any reasonable instruction or request which shall be supplied on request.

16.2 Where the Seller is responsible for installation of the Goods and/or providing other Services, such Services shall be carried out to the Buyer's satisfaction. On receipt of a commissioning certificate from the Buyer's authorised representative, which shall not constitute acceptance of the Goods and/or Services, the Seller shall clear site, remove from the Buyer's premises or site all installation plant, service material, rubbish and temporary works and leave the premises or site and the Goods in the same state of cleanliness and to the expected workable condition. The Seller may by prior arrangement with the Buyer leave such equipment and spare parts on such premises or site in such condition as the Buyer may require as long as it is necessary to carry out its duties under the Contract Order but does so at its own risk.

17 TERMINATION

17.1 The Buyer shall be entitled to cancel Purchase Orders and to terminate the Contract in respect of all or part of only the Goods and/or the Services by giving 10 days written notice at any time without incurring any liability to the Buyer and shall have the right to retain (i) the Buyer's standard data processing agreement or (ii) the international data transfer agreement, together with relevant supporting documents. On service of the Dispute Notice, the mediator will be nominated by CEDR. If the parties fail to agree on the mediator within 30 Working Days of it being referred to them, the parties agree to enter into mediation in good faith and to settle the Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed, the mediation will commence within 30 days of the date of the mediator's appointment. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party to the Dispute, offering the mediation to take place.

17.2 Unless otherwise agreed in writing between the parties, the Dispute will start no later than 30 Working Days after the date of the ADR notice. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

20 DATA PROTECTION

20.2.1 the Seller assigns to the Buyer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Seller Materials; or

20.2.2 the Seller and its licensors shall retain ownership of all Intellectual Property Rights in the Seller Materials; and

20.3.2 the Seller shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may become entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or (Dispute), then the parties shall follow the procedure set out in this clause:

21.1.3 if the representatives of the parties in clause 21.1.2 are for any reason unable to resolve the Dispute within 20 Working Days of service of the Dispute Notice, the Dispute shall be referred to the head of procurement of the Buyer and the main contract manager of the Seller (or such persons holding an equivalent position at either party who shall attempt in good faith to resolve it).

22 GENERAL

22.1 Purchase Orders are personal to the Seller and the Seller shall not transfer, assign, charge, dispose of or deal in any manner or purport to do so with any of its rights or beneficial interests under the Contract.

22.2 The Seller shall not sub-contract any of the Seller's obligations under the Contract.

22.3 Any waiver by the Buyer of any breach is not a waiver of any subsequent breach.

22.4 Failure to delay or the Buyer in enforcing or partially enforcing any provision of the Contract is not a waiver of any of the Seller's obligations under the Contract.

22.5 If any provision of these Contract Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder shall not be affected.

22.6 The Seller shall at all times maintain insurance cover with a reputable insurer against its liabilities under the Contract for a minimum of two million pounds sterling (£2,000,000) per event and shall produce the insurance certificate to the Buyer on demand. Any limitation, monetary or otherwise, in such policy shall not be construed as a limitation on the Seller's liability under this Contract and the Seller shall notwithstanding such limitation remain liable to the Buyer without offset or counterclaim.

22.7 All equipment or materials paid for or provided to the Seller by the Buyer in connection with the performance of this Contract shall remain the Buyer's property and must be returned to the Buyer in good condition upon request and shall not be copied or used for any purpose other than the performance by the Seller of its obligations under the Contract. The Seller shall comply with all customs, inspection and testing requirements of the Buyer and shall promptly upon request return all such equipment, materials or goods to the Buyer.

22.8.3 A notice shall be deemed to have been received:

22.9 If the Seller is based outside of the UK, the Seller must appoint a UK based agent to accept service of notice under this Contract on its behalf. Where a UK agent has been so appointed by the Seller, the Seller shall promptly inform the Buyer of this fact and provide the Buyer with all necessary contact details in relation to the UK agent. If the Seller's UK agent changes, then the Buyer must notify the Seller of the Seller's new UK agent within 24 hours of their appointment and shall be entitled to rely on the instructions of the Seller's new UK agent.

22.10 The Seller shall be subject to English law and to the exclusive jurisdiction of the English courts.

22.11 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it or in virtue of the Contracts (Rights of Third Parties) Act 1999.

23 PURCHASE ORDERS

23.3 Any Purchase Orders are personal to the Seller and the Seller shall not transfer, assign, charge, dispose of or deal in any manner or purport to do so with any of its rights or beneficial interests under the Contract.

23.4 The Buyer shall not sub-contract any of the Seller's obligations under the Contract.

23.5 Any waiver by the Buyer of any breach is not a waiver of any subsequent breach.

23.6 Failure to delay or the Buyer in enforcing or partially enforcing any provision of the Contract is not a waiver of any of the Seller's obligations under the Contract.

23.7 If any provision of these Contract Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder shall not be affected.

23.8 The Seller shall at all times maintain insurance cover with a reputable insurer against its liabilities under the Contract for a minimum of two million pounds sterling (£2,000,000) per event and shall produce the insurance certificate to the Buyer on demand. Any limitation, monetary or otherwise, in such policy shall not be construed as a limitation on the Seller's liability under this Contract and the Seller shall notwithstanding such limitation remain liable to the Buyer without offset or counterclaim.