Johnson&Johnson

UK & Ireland
Terms & Conditions

Important Safety Information: ACUVUE® Contact Lenses are indicated for vision correction. As with any contact lens, eye problems, including corneal ulcers, can develop. Some wearers may experience mild irritation, itching or discomfort. Contact lenses should not be used in case of eye infections or any other eye conditions, or in case of a systemic disease that may affect the eye. For complete information, including contraindications, precautions and adverse reactions, please consult the Instructions for Use or visit our J&J website (www.jnjvisionpro.com/en-gb).

ACUVUE® is a registered trademark of Johnson & Johnson

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How to Order

Customer Services Free Phone Number: 0800 022 4222 or 1800 812 100 (ROI) and:
Press 1: To place an order or discuss the return of an order.
Press 2: To speak with the Customer Service team.
Press 3: If you have questions regarding product quality, as well as medical and technical enquiries.
Press 4: For any billing enquiries.

Alternatively, you can contact our Financial Services teams directly on



020 7365 0637 for UK or on 0124 21040 for Ireland.



Online: www.jnjvisionpro.com/en-gb/

Order online at www.jnjvisionpro.com/en-gb/. Simply log in and you can place your order 24 hours a day, seven days a week. For training purposes and quality assurance, calls to and from Customer Services may be recorded

Delivery

All orders will be consolidated every day with a 6pm cut off.

All revenue orders will be shipped by courier and delivered in 2-4 working days (subject to stock and credit approval. Excludes Scottish Highlands). No minimum order required.

All revenue deliveries of £100.00 / €110.00 or more will not incur a delivery charge. Revenue deliveries below £100.00 / €110.00 will incur an order charge of £4.50 / €6.00.

Diagnostic lens orders will either be:

- Held and shipped together with revenue orders by courier, or
- Where no revenue orders are placed in that same week; diagnostic only orders will be shipped by courier on Thursday and will not incur a delivery charge.

Direct to patient (ACUVUE® Home Delivery) orders will be shipped by our nominated delivery method and charged a standard fee of £2.00 / €3.00.

Special or urgent deliveries (for revenue or diagnostic orders) requested by the customer shall be subject to an additional postage fee of £4.50 / €5.50.

Returns

Lenses purchased directly from Johnson & Johnson Vision can be returned for credit provided:



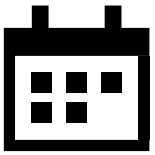
They are received back in their original unopened packaging, and no elastic bands used



Free of stickers, marks, or any other type of package alterations



Remaining shelf life of twelve (12) months



Within ninety (90) days following receipt of goods



Returns of more than 100 boxes need to be authorised by a Johnson & Johnson Vision representative

Please provide the reason for the return on the shipping documents or using our returns form available online or through a Johnson & Johnson Vision representative.

The company will not accept returns of Diagnostic Lenses or made to order specialty packs. For more details on our returns policy please refer to the Terms and Conditions.

Privacy
The following provides an overview of the Johnson & Johnson Vision privacy policies.

Johnson & Johnson Medical ("J&J") needs to collect your personal information so J&J and its affiliates can use such information to manage our relationship with you pursuant to this Agreement. This will include your business contact details, delivery details and invoicing information. Where there is a requirement for us to process personal data relating to your patients, we will enter into a separate Home Delivery Agreement.

A list of J&J affiliates is at http://www.investor.jnj.com/sec.cfm (click on the link to Form 10K, Exhibit 21, under “SEC Filings”). J&J may disclose your personal information to third-party service providers, such as technology and IT organisations. If you do not provide the personal information requested, J&J will not be able to fulfil its obligations pursuant to this Agreement.

J&J use and disclosure of personal information may involve a transfer to other jurisdictions, including the U.S., which may result in different data protection rules in your country. Appropriate contractual and other measures are in place to protect personal information when it is transferred. You may obtain a copy of these measures by contacting J&J's Data Protection Officer responsible for your country at DataPrivacyJJVC@ITS.JNJ.com.

J&J will retain your personal information for as long as needed or permitted in light of the purpose(s) for which it was obtained, based on:

J&J will retain your personal information for as long as needed or permitted in light of the purpose(s) for which it was obtained, based on:

i. The length of time J&J has an ongoing relationship with you.
ii. Whether there is a legal obligation to which J&J is subject; and
iii. Whether retention is advisable in light of J&J’s legal position.

Access to your information
You may contact J&J with questions or to request to review the personal information we've collected and/or to request its correction, deletion, blocking, data portability or restriction of our use of such information at DataPrivacyJJVC@ITS.JNJ.com

If you have any questions about J&J’s Privacy Policy, please contact us via email to dataprivacyjjvc@its.jnj.com, or write to the following address:
Johnson & Johnson Medical Limited, 20 Grenfell Road, Maidenhead, Berkshire, SL6 1EH, UK
You may also contact our data protection officer at emeaprivacy@its.jnj.com.

You may also lodge a complaint with the data protection authority for your country or region:

- UK's regulator – the Information Commissioner’s Office (ICO)
- Ireland's regulator – the Data Protection Commission (DPC).

Terms and Conditions

1. Definitions



"Company" means Johnson & Johnson Medical Limited (registered in Scotland at Baird House, 4 Lower Gilmore Bank, Edinburgh, EH3 9QP, Scotland, under number SC132162).



"Contract" means the Order accepted by the Company and incorporating these conditions.



"Customer" means the company, firm, or organisation whose Order for the Goods is accepted by the Company.



"Goods" means the goods which the Company agrees to supply in accordance with these conditions and which are identified on the Order.



"Order" means the order for the purchase of the Goods submitted by the Customer to the Company.

1.1. A reference to a party includes its successors or permitted assigns.

1.2. Any reference to a law is a reference to it as in force for the time being taking account of any amendment, extension, application, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3. Where a condition provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.

1.4. A reference to "writing" or "written" includes emails.

2. Regulatory

2.1. The Customer shall comply with all applicable laws and regulations in the relevant jurisdiction(s) relating to the sale of contact lenses, including any applicable prescription policy. In the UK this includes the Opticians Act 1989 and statutory instruments made under that Act. The Customer agrees that it shall not sell the Goods to patients in any jurisdiction unless the Customer has first ensured that it has complied with all applicable laws and regulations, including, where required, that the sale will be affected by or under the supervision of a registered optometrist, ophthalmologist, optician, or other appropriate eye care practitioner, as applicable.

2.2. The Customer agrees that, in accordance with applicable laws and regulations, it will not sell the Goods to patients in the UK without a valid prescription or specification (or in any other jurisdiction where there is an equivalent requirement). The Customer agrees that it shall have a system in place to check the validity and regulatory compliance of such prescriptions or specifications and that sales to patients are affected by or supervised by an appropriate Eye Care Practitioner.

2.3. The Company reserves the right to terminate any Contract and/or refuse to accept further Orders if it reasonably believes that the Customer is in breach of condition 2.1 or 2.2. above.

2.4. Without affecting any other rights and remedies the Company may have, the Company shall be entitled to terminate any or all Contracts if the Customer:

- Is in material breach of these conditions; or
- Is in breach of condition 13.3 (Anti-Corruption)

If the Company terminates any Contract under this condition, then without affecting any other rights and remedies it may have, all sums outstanding shall be immediately due and payable, and the Company shall be entitled to enter any premises owned, occupied, or controlled by the Customer where the Goods are situated for the purposes of recovering any Goods that are the property of the Company.

3. Incorporation of Conditions

3.1. These conditions shall apply to the Contract to the exclusion of all other terms and conditions, including any terms and conditions which the Customer may purport to apply under any order (including the Order), confirmation of order or similar document or in any correspondence.

3.2. No variation to these conditions shall be binding unless agreed in writing by an authorised representative of the Company.

3.3. The Contract constitutes the entire understanding between the Company and the Customer with respect to the Goods and supersedes and extinguishes all previous agreements, statements, promises, assurances, warranties, representations and understandings between the parties whether written or oral, relating to the subject matter of this Contract. The Customer acknowledges that it has not relied upon, and shall have no remedies in respect of, any statement made orally or in writing by the Company, its employees, or agents to the Customer, which are not expressly incorporated into the Contract. Subject to condition 9.7, the Customer shall not have any claim for misrepresentation on the basis of any statement in the Contract.

4. Ordering

4.1. Each Order (whether submitted by telephone, fax, post, email, or electronic ordering system) shall be deemed to be an offer by the Customer to purchase the Goods pursuant to these conditions. The Company may, at its complete discretion, refuse to accept any Order.

4.2. The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any Order (including the description of the Goods ordered).

4.3. The Company may cancel the Contract at any time before the Goods are delivered by giving written notice to the Customer. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

4.4. In the event that any fixed term contract or fixed term pricing agreed between the parties expires ("Fixed Arrangement") and the Customer continues to place Orders which the Company fulfils, the Fixed Arrangement shall be deemed terminated and, in the absence of written agreement between the parties to the contrary:

4.4.1. the price to be paid for the Goods shall be the Company's list price for the Goods that is in place at the time the Customer places an Order; and

4.4.2. the supply of the Goods shall be governed by the Company's then current Standard Terms and Conditions of Supply that are in place at the time the Customer places an Order, as may be amended by the Company from time to time, to the exclusion of any and all other terms and conditions which the Customer may attempt to impose.

Diagnostic Lenses and Free of Charge Goods

4.5. For the avoidance of doubt, where the Company provides Diagnostic Lenses to the Customer free of charge, these conditions shall apply to the supply of such Diagnostics Lenses to the extent relevant.

4.6. The Customer shall only use Diagnostic Lenses for trial fitting of patients or for the occasional replacement of torn or lost lenses. The Customer shall ensure that all Diagnostic Lenses are clearly identified as such. The Customer shall not sell Diagnostic Lenses or treat Diagnostic Lenses as replacement Goods for Goods purchased by third parties, including patients.

4.7. The Company will actively monitor the use and volume of Diagnostic Lens orders by the Customer and reserves the right, as its absolute discretion, to temporarily or permanently withhold the provision of Diagnostic Lenses.

5. Price and Payment

5.1. Unless otherwise agreed by the Company in writing, the price of the Goods shall be the price listed in the Company's price list current at the date of the Company's acceptance of the Order. The Company has the right, entirely at its discretion, to alter the prices of the Goods by giving no less than thirty (30) days' notice to the Customer.

5.2. Standard delivery shall be in accordance with condition 7.1. If the Customer requires delivery within an alternative time period, the Customer shall contact the Company's Customer Support Centre to agree an alternative time period, which will be charged at an additional cost to the Customer. All delivery times are subject to the Goods being in stock at the time of the Company's acceptance of the Order.

5.3. The price is exclusive of VAT and all other applicable taxes and duties, which the Customer shall additionally be liable to pay the Company.

5.4. The price is inclusive of packaging, insurance and carriage (for standard delivery).

5.5. The Customer shall pay the price within thirty (30) days of the date of the Company's invoice (the "Due Date"). In the case of payment other than by cash, payment shall only be deemed to have been made on receipt of cleared funds. The time of payment of the price shall be of the essence.

5.6. If the Customer fails to make payment by the Due Date then the Company shall be entitled to charge the Customer interest (both before and after judgement) on the amount unpaid, in accordance with the Late Payment in Commercial Debts (Interest) Act 1998.

5.7. The Customer shall not in any circumstances or for any reason whatsoever (except as required by law) be entitled to make any deduction or withhold any sum from the price by way of set-off or otherwise. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

5.8. All payments payable to the Company under the Contract shall become due immediately on its termination, despite any other provision.

6. The Goods

6.1. The quantity and description of the Goods shall be as set out in the Order.

6.2. The Goods shall be supplied in accordance with the description in the Order. The Company may from time to time make changes to the specification of the Goods, which are required to comply with any applicable safety or statutory requirements, or which do not materially affect the quality or fitness for purpose of the Goods.

6.3. The specifications and designs of the Goods (including the copyright, design right and other intellectual property in them) shall remain the property of the Company.

6.4. The Customer undertakes not to use any trademarks or trade names applied by the Company to the Goods, nor do or permit anything to be done whereby the goodwill or reputation of such trademarks or trade names may be prejudiced or damaged.

6.5. All Diagnostic Lenses must be clearly identified as such, and the Customer must not sell to or treat Diagnostic Lenses as replacement Goods for purchased Goods for any third party, including any customer of the Customer.

6.6. Save as otherwise permitted to comply with any legal or regulatory rights or obligations, the Customer shall not remove, cover or alter any packaging, labelling, notices or end user instructions which are placed on or which accompany the Goods.

7. Delivery

7.1. Subject to conditions 5.2, 7.2 and 7.3, delivery of the Goods (other than Diagnostic only orders) shall be made to the delivery address specified in the Order normally within three (3) working days after the date of the Company's acceptance of the Order unless the Company notifies the Customer otherwise.

7.2. The Company reserves the right to withhold delivery of any Goods if any sum due to the Company under any contract with the Customer is overdue or if, in the reasonable opinion of the Company, the financial standing of the Customer has been impaired for any other reason.

7.3. Time for delivery shall not be of the essence and, subject to condition 9.6, the Company shall not be liable for any loss or damage due to any failure by the Company to deliver the Goods (or any of them) promptly or at all.

7.4. The Company may deliver the Goods by separate instalments or may combine deliveries as it sees fit. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

7.5. The Customer shall take delivery of the Goods promptly whenever they are tendered for delivery (which shall include signing the relevant delivery note). If, for any reason, the Customer fails to take such delivery of the Goods or otherwise causes or requests a delay in delivery:

7.5.1 the Goods shall be deemed to have been delivered;

7.5.2 risk in the Goods shall pass to the Customer; and

7.5.3 the Company shall be entitled to store or arrange for the storage of the Goods until the date of actual delivery to the premises of the Customer, and shall be entitled to charge the Customer for the reasonable costs (including insurance) of such storage and any additional charges incurred in delivering the Goods at a later date.

7.6 The Customer shall ensure that adequate and safe facilities and procedures exist at the Customer's premises for the delivery and storage of the Goods.

7.7 The Customer shall immediately notify the Company's Customer Support Centre if the Goods are not received within seven (7) days of receipt of the order confirmation.

Acceptance of the Goods

7.8 Subject to condition 7.9, the Customer shall be deemed to have accepted the Goods seven (7) days after the date of delivery to the Customer. After acceptance, the Customer shall not be entitled to reject Goods which are not in accordance with the terms of the Contract and the Company shall have no liability whatever to the Customer in respect of the Goods.

7.9 Subject to condition 7.10, The Customer must notify to the Company's Customer Support Centre any alleged defect, shortage in quantity, damage, loss, or failure to comply with description within seven (7) days of receipt and hold the Goods for inspection by the Company.

Return of the Goods

7.10 Notwithstanding conditions 7.8 and 7.9, the Customer shall be entitled to return, and shall following receipt by the Company of such returned Goods receive a corresponding credit for, any Goods purchased from the Company under any Contract, in accordance with the following Conditions:

7.10.1 Returns of 100 boxes or more shall only be permitted with the prior approval of an authorised representative of the Company.

7.10.2 All such returned Goods must be returned in their original unopened packaging and must be free of stickers, marks, or any other type of package alteration, and should not use elastic bands. As well as a remaining shelf life of twelve (12) months.

7.10.3 The Company will not accept returns of Diagnostic Lenses and made to order specialty Goods packs.

7.10.4 All costs of return carriage, freight, insurance, and postage in relation to such returned Goods shall be paid by the Customer and, for the avoidance of doubt, the Goods shall be at the Customer's risk until return delivery is accepted by the Company.

7.10.5 All UK returned Goods should be returned to: Returns Department, Johnson & Johnson Vision, C/O DHL Supply Chain, 2 Brookhill Way, Banbury, OX16 3ED.

7.10.6 All Ireland returned Goods should be returned to: Returns Department, Johnson & Johnson Vision Care Ireland UC, National Technology Park, Castletroy, Limerick, V9 N732.

Recall of the Goods

7.11 In the event that any Goods are subject to a recall by the Company, the Customer shall provide to the Company as much information as is reasonably possible regarding the whereabouts of the Goods.

8 Title and Risk

8.1 The Goods shall be at the Customer's risk at the time of delivery, unless the parties have agreed in writing that the Goods are to be collected from the Company's premises, in which case, the Goods shall be at the Customer's risk when the Company notifies the Customer that the Goods are available for collection.

8.2 Property in the Goods shall not pass from the Company until:

8.2.1 the Customer has paid the price in full (in cleared funds); and

8.2.2 no other sums whatever are due from the Customer to the Company.

8.3 Until property in the Goods passes to the Customer in accordance with condition 8.2, the Customer shall:

8.3.1 hold the Goods on a fiduciary basis as bailee for the Company;

8.3.2 store the Goods separately from all other goods in its possession and mark them in such a way that they are clearly identified as the Company's property; and

8.3.3 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price.

8.4 The Customer may sell at full market value or use the Goods only in the ordinary course of the Customer's business. The Customer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company to the Customer, any such sale or dealing shall be a sale or use of the Company's property on the Customer's behalf, and the proceeds of sale or otherwise of the Goods, to the full extent of the price of the Goods, shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.

8.5 The Company shall be entitled to recover the price notwithstanding that property in any of the Goods has not passed from the Company.

8.6 Until such time as property in the Goods passes from the Company if the Customer:

8.6.1 enters into liquidation or has a winding up order made against it or has a liquidator, receiver or examiner appointed in respect of its assets; or

8.6.2 fails to make payment in accordance with these conditions, the Customer shall upon request deliver up to the Company such of the Goods as have not ceased to be in existence or resold. If the Customer fails to do so, the Company may enter upon any premises owned, occupied, or controlled by the Customer where the Goods are situated and repossess the Goods.

8.7 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. If the Customer does so, all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

8.8 On termination of the Contract, howsoever caused, the Company's rights contained in this condition 8 shall remain in effect.

9 Warranties and Liability

9.1 Subject as expressly provided in the Contract, all terms, conditions, warranties and representations (whether express, implied or statutory including without limitation warranties of merchantability, non-infringement, and fitness for a particular purpose) are hereby excluded to the fullest extent permitted by law.

9.2 The Company shall be under no liability in respect of any damage arising from fair wear and tear, fire or accident, wilful damage or negligence by the Customer, its agents, employees or subcontractors, abnormal working conditions, failure to follow the Company's instructions, misuse or unauthorised installation, alteration or repair of the Goods. The Customer must pass the Company's instructions for use of the Goods onto any purchasers or potential users of the Goods.

9.3 The Customer shall indemnify the Company for any losses incurred by the Company in respect of any claim brought for:

9.3.1 use of the Goods by the Customer in breach of any applicable laws and regulations with regard to the sale of contact lenses and prescription policy; or

9.3.2 infringement of any patent, copyright or other third-party intellectual rights relating to the Goods by the Customer, or

9.3.3 any other breach of these terms and conditions by the Customer.

9.4 The Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of use, loss of production, loss of business opportunity or revenue, or loss of goodwill arising under or in connection with the Contract, or for any indirect or consequential loss of any kind arising under or in connection with the Contract.

9.5 Subject to condition 9.7, where any valid claim in respect of the Goods is notified to the Company in accordance with these conditions, the Company shall be entitled to repair or replace the Goods (or the part in question) or, at the Company's sole discretion, refund to the Customer the price of the Goods (or proportionate part of the price), and the Company shall have no further liability to the Customer.

9.6 Subject to conditions 9.4, 9.5 and 9.7, the aggregate liability of the Company arising in connection with the supply of Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to an amount not exceeding 150% of the price paid by the Customer for the Goods that are the subject matter of the claim.

9.7 Nothing in these conditions shall exclude or limit the liability of the Company for:

9.7.1 death or personal injury caused by the Company's negligence;

9.7.2 fraud or fraudulent misrepresentation; or

9.7.3 any matter in relation to which it would be unlawful for the Company to exclude or attempt to exclude its liability.

to the extent that such liability may not be excluded or limited by applicable law.

9.8 The Customer agrees to comply in full with all applicable country laws, regulations, and professional codes, in particular those relating to the purchase or sale of contact lenses. This includes (but is not limited to) the Opticians Act (and any statutory instruments made under that Act), and in particular the sections of that Act which require that no sale of contact lenses may be made to a patient unless the patient has provided either their optician's details or a valid prescription prior to such sale. Due to the distinct selling models of online and mail order Customers, the Company reserves the right to take any reasonable additional steps it deems necessary to verify with such Customers their compliance with all such laws, regulations, and professional codes.

9.9 The Company reserves the right to make any further sales or supply of Goods to any Customer whom it knows or has good reason to believe is not in compliance with any such applicable laws, regulations or professional codes as referred to in condition 9.9 above, and to refer any such non-compliance to the relevant UK regulatory or professional bodies.

10 Force Majeure

10.1 The Company shall not be responsible for any failure to fulfil its obligations under these conditions and/or in relation to the Goods if such failure is caused by an event which is beyond its reasonable control (including acts

of God, war, armed conflict, acts of terrorism, riot, strikes, industrial action (including action involving the Company's employees), fire, flood, any natural disaster, epidemic, pandemic, quarantine, governmental acts or omissions, change in laws or regulations, any defaults by the Company's suppliers or subcontractors, difficulties obtaining workmen or materials, and breakdown of machinery).

10.2 If such event continues for more than one (1) month, the Company may terminate the Contract without liability.

11 Assignment and Subcontracting

11.1 The Company may assign any or all of its rights under the Contract to any third party and may sub-contract the performance of its obligations under the Contract to any third party. The Company may novate the Contract, unamended, to any third party and the Customer shall consent to any such novation.

11.2 The Customer may not assign or sub-contract any right or obligation under the Contract without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed).

12 Export

12.1 The Customer shall not export the Goods to customers outside the Territory (as defined below) without the prior written consent of the Company.

12.2 Without prejudice to condition 12.1, the Customer shall:

12.2.1 be responsible for obtaining all necessary licences and complying with all applicable legislation and regulations governing the export of the Goods from the Territory and the importation of the Goods into the country of destination (including compliance with condition 12.2.2) and shall be responsible for the payment of all duties on the Goods; and

12.2.2 comply with all applicable import, customs, export controls, and trade and economic sanctions laws, rules and regulations issued by the United States, United Kingdom, European Union and/or any other applicable jurisdiction in performance of the Contract.

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- For UK customers: The "Territory" shall mean the United Kingdom comprising of England, Wales, Scotland, Northern Ireland, or Channel Islands.
- For ROI customers: The "Territory" shall mean the Republic of Ireland, the European Community, the EFTA Counties, Switzerland, and all countries which concluded free trade agreements with the European Community

13 Miscellaneous

13.1 All communications between the parties about the Contract shall be in writing and delivered by pre-paid post, by hand or by email to the party's registered office, principal place of business, email address provided for the purpose of receiving such communications, or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice. In the absence of evidence of earlier receipt, any notice shall be deemed to be duly served:

13.1.1 if sent by pre-paid post, two (2) working days after posting: or

13.1.2 if delivered personally, when left at the relevant address; or

13.1.3 if sent by email, one working day after transmission.

The provisions of this condition shall not apply to the service of any proceedings or other documents in legal action, which shall be in writing and delivered by pre-paid registered post.

13.2 Save as required to be disclosed by law, both parties, their employees and agents shall at all times keep confidential and secret and shall not disclose to any person any information, materials or documents acquired in connection with the Contract which concerns the other party, its employees or business unless and until such information is in or enter the public domain through no wrongful default of the receiving party or any person on its behalf. On termination of the Contract, howsoever caused, the parties' obligations contained in this condition 13.2 shall remain in effect.

13.3 Neither party, its employees, agents or subcontractors, shall offer, promise or give, or request, agree to receive or accept any financial or other advantage as an inducement or reward for the improper performance by either party of any relevant function or activity, nor shall they offer, promise or give any financial or other advantage to any person with the intention of inducing or influencing that person for the purposes of obtaining or retaining business or an advantage in the conduct of business for such party. For the avoidance of doubt, both parties agree to comply with any relevant UK or international anti-bribery legislation (including the Bribery Act 2010 and the Foreign Corrupt Practices Act) and any other industry or organisational codes of conduct applicable to such party.

13.4 Each right or remedy of the Company under these conditions is without prejudice to any other right or remedy of the Company.

13.5 On termination of the Contract, howsoever caused, all obligations which are expressed to remain in effect shall survive termination of the Contract, together with such conditions the survival of which is implied or is necessary for the interpretation or enforcement of the Contract.

13.6 Subject to condition 1.1, a person who is not a party to the Contract shall not have any rights under or in connection with it.

13.7 If any provision of the Contract is held to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed to be severable and the remaining provisions of the Contract and the remainder of the provision shall continue in full force and effect.

13.8 No waiver or forbearance by the Company (whether express or implied) in enforcing any of its rights under these conditions shall prejudice its right to do so in the future.

13.9 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

14 Rights of Termination

14.1 Without affecting any other rights and remedies the Company may have, the Company shall be entitled to terminate any or all Contracts if the Customer is in material breach of these conditions.

14.2 If the Company terminates any Contract under this condition, then without affecting any other rights and remedies it may have, all sums outstanding shall be immediately due and payable, and the Company shall be entitled to enter any premises owned, occupied, or controlled by the Customer where the Goods are situated for the purposes of recovering any Goods that are the property of the Company.