



Standard Terms and Conditions of Purchase

Version 4 – 22/02/17

1. **Definitions and interpretation**
- 1.1 In the Conditions, unless the context otherwise requires, the following words shall have the following meanings:
- "Contract"** means the contract between the Supplier and SEaB for the sale of Components comprising these Conditions together with an Order accepted by the Supplier;
- "Business Day"** means a day (other than a Saturday or a Sunday) on which clearing banks are open for business in the City of London;
- "Conditions"** means these standard terms and conditions of purchase as amended from time to time in accordance with clause 25 (Variation);
- "Components"** means the Components set out in the Order and, where the context requires, the Components ordered by and supplied to SEaB;
- "Component Prices"** means the prices of the Components set out in the Order, as adjusted pursuant to clause 4 of the Purchasing Framework and **"Component Price"** means the price of an individual Component;
- "Confidential Information"** has the meaning given in clause 12.1; **"Contract"** means the contract between the Supplier and SEaB for the sale of Components comprising these Conditions together with an Order accepted by the Supplier;
- "Delivery"** means completion of delivery of an Order in accordance with clause 5;
- "Delivery Date"** means the date specified for delivery of an Order in accordance with clause 3.3(c) of the Purchasing Framework;
- "Delivery Location"** means the location specified for delivery of an Order in accordance with clause 3.3(c) of the Purchasing Framework;
- "Force Majeure Event"** means an event beyond the reasonable control of a party including but not limited to, a strike, lock out or other form of industrial action except in relation to a party's own workforce (or that of a sub-contractor), outbreak of hostilities, riot, civil disturbance or acts of terrorism; fire, explosion or flood; or theft and malicious damage. No event shall be treated as a Force Majeure Event if it is attributable to a wilful act or omission or any failure to take reasonable precautions by a party or any failure to take reasonable steps to overcome the event;
- "Group"** means, in relation to a company, that company, its subsidiaries, its holding companies and their subsidiaries ("subsidiary" and "holding company" having the meaning given in section 1159 of the Companies Act 2006);
- "Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyrights and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection subsisting under the law of any jurisdiction;
- "Latent Defect"** means a defect in any Component which would not be apparent on a reasonable inspection on Delivery;
- "Manufacturer"** means the person appointed by SEaB from time to time to manufacture and/or assemble Products;
- "Order"** means an order for Components submitted by SEaB in accordance with clause 3 of the Purchasing Framework, to which these Conditions are annexed;
- "Order Number"** means the reference number to be applied to an Order by the Supplier in accordance with clause 3.4 of the Purchasing Framework;
- "Product"** means any product incorporating a Component supplied by or on behalf of SEaB from time to time, as detailed in SEaB's functional design specification for the Product which has been provided by SEaB to the Supplier;
- "Purchasing Framework"** means the document setting out the procedure for SEaB to request the supply of Components from the Supplier under separate Contracts (version 1 dated [04/06/13]);
- "Representatives"** has the meaning given in clause 12.2(a);
- "Specification"** means the specification of the Components annexed to the Order;
- "SEaB"** means SEaB Energy Limited (company number: 06354529) whose registered office is at 2 Venture Road, Southampton Science Park, Chilworth, Southampton SO16 7NP;
- "Supplier"** means the person or company to whom the Order is addressed;
- "VAT"** means value added tax as provided for in Value Added Tax Act 1994 and any other tax of a similar nature;
- "Warranty Period"** means the period of 2 years from Delivery of the relevant Component; and
- "year"** means a calendar year.
- 1.2 In the Contract, unless the context otherwise requires:
- (a) words in the singular include the plural and vice versa and words in one gender include any other gender; a reference to a statute or statutory provision includes: any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; and any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of the Contract;
- (b) a reference to: any party includes its successors in title and permitted assigns; and a party or clause is to a party to or a clause of this Agreement; and
- (c) the words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words.
2. **The Contract Process**
- 2.1 The Order constitutes an offer by SEaB to purchase the Components specified in the Order and provided the Purchasing Framework has not been terminated in accordance with its terms, a Contract shall come into force and be legally binding when the Supplier accepts the Order in accordance with clause 3.6 of the Purchasing Framework.
- 2.2 Acceptance of the Order will bind the Supplier to these Conditions and no Components shall be supplied by the Supplier, its employees, agents or representatives except in accordance with these Conditions.
- 2.3 No terms and conditions submitted by the Supplier shall apply and these Conditions shall prevail over all other terms and conditions. For the avoidance of doubt, SEaB shall be entitled to purchase Components from suppliers other than the Supplier.
3. **Manufacture and Quality**
- 3.1 The Supplier undertakes to SEaB that each Component supplied to SEaB under the Contract shall be new on Delivery and shall throughout the Warranty Period:
- (a) conform to the Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for incorporation in the Product. The Supplier acknowledges that SEaB is relying on the Supplier's skill and expertise in ensuring that each Component is suitable for incorporation in the Product;
- (c) be free from defects in design, materials and workmanship; and
- (d) comply with all statutory and regulatory requirements applicable (to the extent foreseeable at the time of Delivery).
- 3.2 The Supplier warrants that each Component supplied to SEaB shall have a working life of 20 years from Delivery.
- 3.3 The Supplier shall ensure that the Components are properly packed and secured in such manner as to enable them to reach the Delivery Location in good condition.
- 3.4 The Supplier shall obtain and maintain in force at all times all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Components in accordance with the terms of the Contract.
- 3.5 The Supplier shall comply with all laws and regulations and all generally accepted industry standards relating to the manufacture, packing, packaging, marking, storage, handling and delivery of the Components. The Supplier shall maintain comprehensive and systematic records of all monitoring and testing procedures and other measures taken by the Supplier to ensure the safety of the Components and shall procure that its suppliers do the same and shall permit SEaB at reasonable times and on reasonable notice to have access to such records and to take copies of them.
- 3.6 SEaB shall have the right to enter the Supplier's premises to:
- (a) inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Components;
- (b) inspect and take samples of the raw materials used in manufacturing the Components, the packaging and the Components; and
- (c) inspect stock levels of such raw materials and packaging.
- 3.7 Inspections carried out pursuant to clause 3.6 shall be carried out during business hours on notice to the Supplier, provided that in the event of an emergency the Supplier shall grant SEaB immediate access to its premises.
- 3.8 If following an inspection SEaB considers that the Components do not or are not likely to comply with clause 3.1, SEaB may (but shall not be obliged to) inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Components comply with clause 3.1. SEaB shall have the right to re-conduct inspections and take further samples after the Supplier has carried its remedial actions.
- 3.9 The Supplier warrants that it has a corporate social responsibility policy and the Supplier shall provide SEaB with a copy on request by SEaB.
- 3.10 The Supplier shall keep complete, accurate and up-to-date records of the country of origin of Components (and their parts) and shall supply SEaB with a copy of such records on request from time to time. Where the Specification states the country of origin of the Components (and their parts), the
- Supplier warrants that the Components (and their parts) have been manufactured exclusively in that country of origin.
- 3.11 The Supplier shall notify SEaB in writing of any proposed changes to the design of any component. The Supplier shall not make (and shall procure that its suppliers do not make) any changes to the design of the Components without the prior written approval of SEaB. This clause 3 is without prejudice to the terms implied by the Sale of Goods Act 1979.
4. **Inspection and Testing of Components**
- 4.1 The Supplier shall:
- (a) carefully test and inspect each Component before Delivery to ensure that it complies with the requirements of the Order; and
- (b) if so requested by SEaB, give SEaB reasonable advance notice of such tests (which SEaB shall be entitled to attend).
- 4.2 SEaB reserves the right to call for certificates of test certificates for each Component at any stage of manufacture or assembly. Such certificates shall clearly state SEaB's Order Number and any item or equipment numbers. If, as a result of any inspection or test, SEaB finds that the Component or any items comprised within it do not comply with the Order, or are unlikely to comply with it on completion of manufacture, processing or performance, SEaB may inform the Supplier, and the Supplier shall take such steps as are necessary to ensure compliance.
5. **Delivery**
- 5.1 The Supplier shall deliver each Order to the Delivery Location on the Delivery Date (time being of the essence). Each Order shall be accompanied by a certificate stating that the Components conform to the requirements of clause 3.1 and 3.2. If an Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy SEaB may have, SEaB may:
- (a) refuse to take a subsequent attempted delivery of the Order; and/or
- (b) obtain substitute Components from another supplier and recover from the Supplier any costs and expenses reasonably incurred by SEaB in obtaining such substitute Components; and/or
- (c) charge to the Supplier any additional costs, losses or expenses which SEaB may incur due to the Supplier's failure to deliver the Components by the relevant Delivery Date including any payments contractually due to third parties as a result of the Components not being delivered by the Delivery Date in accordance with the Contract and these Conditions.
- 5.2 provided that the Supplier shall not be liable for any failure or delay in delivering any Order to the extent that such failure or delay is caused by SEaB's failure to comply with its obligations under the Contract.
- 5.3 Each Order shall be accompanied by a delivery note from the Supplier showing the Order Number, the date of the Order, the type and quantity of Components included in the Order, and any other information and paperwork reasonably required by SEaB.
- 5.4 If the Supplier requires SEaB to return any packaging materials to the Supplier, that fact must be clearly stated in the delivery note accompanying the relevant Order, and any such returns shall be at the Supplier's expense.
6. **Acceptance and Defective Components**
- 6.1 SEaB shall not be deemed to have accepted any Components until it has had a reasonable time (which shall not be less than ten Business Days) to inspect them following Delivery, or in the case of a Component containing a Latent Defect, until a reasonable time which shall not be less than ten Business Days) after the Latent Defect has become apparent to SEaB.
- 6.2 If any Components delivered to SEaB do not comply with clause 3.1 and/or 3.2, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other rights or remedy that SEaB may have, SEaB may reject those Components and:
- (a) require the Supplier to repair or replace the rejected Components at the Supplier's risk and expense within five Business Days of being requested to do so; or
- (b) require the Supplier to repay the price of the rejected Components in full (whether or not SEaB has previously required the Supplier to repair or replace the rejected Components).
- 6.3 The terms of the Contract shall apply to any repaired or replacement Components as they apply to any other Component.
- 6.4 If the Supplier fails promptly to repair or replace rejected Components in accordance with clause 6.2(a), SEaB may obtain substitute Components from a third party supplier, or have rejected Components repaired by a third party, and the Supplier shall reimburse SEaB for the costs it incurs in doing so.
- 6.5 The Supplier acknowledges and agrees that SEaB's rights under clauses 3, 4 and 6 may be exercised by the Manufacturer on SEaB's behalf.
7. **Information and assistance**
- 7.1 The Supplier shall promptly provide all such information and assistance (including where applicable access to source codes) to SEaB and the Manufacturer (or SEaB's other nominee) as SEaB or the Manufacturer may reasonably require for the purposes of the manufacture, assembly and maintenance of the Products.
8. **Title and risk**
- 8.1 Risk in the Components shall pass to SEaB on Delivery in accordance with clause 5.
- 8.2 Title to the Components shall pass to SEaB on Delivery.
9. **Terms of Payment**
- 9.1 The Supplier shall be entitled to invoice SEaB for each Order (other than rejected Orders) on or at any time after Delivery in accordance with clause 5. Each invoice shall quote the relevant Order Number(s). SEaB shall have no obligation to pay an invoice which does not quote the relevant Order Number(s) or which relates to a Delivery which was not in accordance with clause 5.
- 9.2 Payment of undisputed invoices shall be made to the bank account nominated in writing by the Supplier within 30 days of SEaB's receipt of the relevant invoice.
- 9.3 If a party fails to make any payment due to the other under this Agreement by the due date for payment ("Due Date") then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above HSC Bank plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause 9.3 shall not apply to payments that the defaulting party disputes in good faith.
- 9.4 If SEaB disputes any invoice or other statement of monies due, SEaB shall notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within 30 days of SEaB giving notice to the Supplier, the dispute shall be resolved in accordance with clause 18. The Supplier's obligations in relation to the supply of the Components shall not be affected by any payment dispute.
- 9.5 Each party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other party under the Contract against any amount payable by it to the other party under the Contract.
10. **Insurance**
- 10.1 On and from the date of each Order accepted by the Supplier and for a period of six years afterwards the Supplier shall maintain in force with a reputable insurance company product liability insurance for not less than £10 million per event.
- 10.2 On taking out and on renewing each policy, the Supplier shall promptly send a copy of the receipt for the premium to SEaB. On SEaB's written request, the Supplier shall provide SEaB with copies of the insurance policy and any schedule or certificate and other details of the cover provided.
- 10.3 The Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
- 10.4 The Supplier shall:
- (a) do nothing to invalidate any insurance policy or to prejudice SEaB's entitlement under it; and
- (b) notify SEaB if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 10.5 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policy referred to in clause 10.1.
- 10.6 If the Supplier fails or is unable to maintain insurance in accordance with clause 10.1, or fails to provide evidence that it has done so in accordance with clause 10.2, SEaB may purchase alternative insurance cover as it deems necessary and shall be entitled to recover all costs and expenses it incurs in doing so from the Supplier.
11. **Indemnity**
- 11.1 The Supplier shall indemnify SEaB against all liabilities, costs, expenses, damages and losses (including any loss of profit, loss of revenue, loss of business, loss of contracts, loss of reputation (including in each case direct, indirect, consequential and special losses) and all interest, penalties, and legal and other professional costs and expenses) suffered or incurred by SEaB arising out of or in connection with:
- (a) any claim made against SEaB or the Manufacturer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Components;
- (b) any claim made against SEaB by a third party, or liability of SEaB to a third party, arising out of, or in connection with, the supply or use of the Components, to the extent that such claim arises out of the breach, negligent performance or failure or

	delay in performance of the Contract by the Supplier, its employees, agents, consultants or subcontractors; and		Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
(c)	any claims made against SEaB by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Components, to the extent that the relevant defect is attributable to the acts or omissions of the Supplier, its employees, agents, consultants or sub-contractors.	18.5	If either party fails or refuses to agree to or participate in the procedure set out in clause 18.4, or if in any event the dispute or difference is not resolved to the satisfaction of both parties within 90 days after it has arisen, the parties shall irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales for the purposes of hearing and determining any dispute arising out of or in connection with the Contract.
12.	Confidentiality		Nothing in this Agreement shall prevent a party from seeking injunctive relief from a competent court in England and Wales.
12.1	Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination disclose to any person any confidential information disclosed to it by the other party concerning the business or affairs of the other party or of any member of its Group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (" Confidential Information ") except as permitted by clause 12.2.	18.6	
12.2	Each party may disclose the other party's Confidential Information:	19.	Notices
(a)	to its employees, officers, agents, consultants or sub-contractors (" Representatives ") who need to know such information for the purposes of carrying out that party's obligations under the Contract, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 12 as though they were a party to the Contract. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause 12;	19.1	Any notice to be given to a party under or in connection with the Contract shall be in writing in English signed by or on behalf of the party giving it, and shall be delivered by hand, or sent by recorded delivery (or international equivalent, where required), to the address of the party set out in the Order. Either party may, by a notice given in accordance with this clause 19, change its address for the purposes of this clause 19.
(b)	as may be required by law, court order or any governmental or regulatory authority;	19.2	A notice shall be deemed to have been served: (a) at the time of delivery if delivered by hand; or (b) 2 Business Days after posting in the case of an address in the United Kingdom and 5 Business Days after posting for any other address.
(c)	where such Confidential Information is in the public domain other than as a result of any breach of the Contract; and	20.	No partnership or agency Nothing in the Contract is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.
(d)	where such Confidential Information has been disclosed to it by a third party, or developed by it independently, in the absence of any breach of confidence.	21.	Assignment and subcontracting The Supplier may not assign, transfer, charge or otherwise encumber, declare a trust over or deal with in any other manner the Contract or any right, benefit or interest under it, or subcontract any of its obligations under it, without the prior written consent of SEaB.
13.	Intellectual Property Rights	22.	Cumulative remedies Save as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
13.1	Each party (or its licensors) shall retain ownership of all Intellectual Property Rights:	23.	Exclusion of third party rights Unless expressly provided in the Contract, no term of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
(a)	owned by it (or its licensors) prior to the commencement of the Contract; or	24.	Severance
(b)	in documents, materials, inventions, designs, know-how or information developed by such party otherwise than in connection with the Contract, (together such party's " Background IPR ").	24.1	If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
13.2	All Intellectual Property Rights in the Specification, and any other documents, materials, inventions, designs, know-how or information developed: (a) specifically for the purposes of the Contract; or (b) in collaboration between SEaB and the Supplier, (together the " SEaB Materials ") shall belong to SEaB.	24.2	Variation No purported variation of the Contract shall be valid unless it is in writing (which for this purpose excludes email) and signed by or on behalf of each party.
13.3	The Supplier hereby assigns such Intellectual Property Rights in the SEaB Materials as the Supplier owns as at the date of the Contract or may own thereafter to SEaB absolutely with full title guarantee (to the extent it is legally able to do so).	26.	Waiver No failure or delay by a party to enforce or exercise any right or remedy under the Contract or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of the Contract shall not be deemed to be a waiver of any subsequent breach.
13.4	SEaB hereby grants to the Supplier a non-exclusive, non-assignable, non-sublicensable, royalty-free licence to use the SEaB Materials for the purpose only of performing the Supplier's obligations under the Contract	27.	Entire agreement
13.5	The Supplier hereby grants to SEaB an irrevocable, perpetual, worldwide, assignable, sub-licensable, royalty-free licence to use the Supplier's Background IPR in respect of the Components for the purposes of the use, maintenance and modification of the Products.	27.1	The Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Contract and supersedes any prior agreements, representations, understandings or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that: (a) upon entering into the Contract, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to the Contract or not) except those expressly set out in the Contract; (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under the Contract.
13.6	SEaB hereby grants to the Supplier a non-exclusive, non-assignable, non-sublicensable, royalty-free licence to use the Joint Materials for the purpose of performing the Supplier's obligations under the Contract	27.2	Nothing in this clause 27 shall limit or exclude any liability for fraud.
13.7	The Supplier shall not use the Joint Materials to supply Components or other products to persons other than SEaB.	28.	Further assurance At its own expense, each party shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute all such documents and do all such other acts as are necessary to give full effect to the provisions of the Contract (including clause 13).
13.8	The Supplier shall not use trade marks or trade names owned by (or licensed to) SEaB without the prior written permission of SEaB including in any marketing materials or on any website. Where SEaB does permit the Supplier to use its trade marks or trade names, the Supplier shall do so strictly in accordance with any instructions given by SEaB.		
14.	Reference site and exclusivity		
14.1	Following the acceptance of this contract, the Supplier shall be permitted to use SEaB Products as a point of reference for customers and potential customers of the Supplier for a duration of 2 years.		
14.2	For the purposes of clause 14.1, SEaB shall permit the Supplier's customers and potential customers to have access to such SEaB Products at such times and in such locations as the parties may agree from time to time.		
14.3	The Supplier shall ensure that its customers and potential customers comply with all instructions (including as to health and safety matters) of SEaB and any other owner or occupier of the relevant premises when inspecting any SEaB product in connection with this clause 14.		
14.4	In consideration of the access to SEaB Products to be granted under this clause 14, the Supplier undertakes that it shall not supply Components or similar components to any person or entity other than SEaB for use in micro anaerobic digestion applications during the period described in clause 14.1.		
15.	Termination		
15.1	Without prejudice to any right or remedy a party may have against the other for breach of the Contract, either party may, with immediate effect by notice in writing to the other party, terminate the Contract on or at any time after the happening of any of the following events: (a) the other party commits a material breach of any of the terms and conditions set out in the Contract provided that where such breach is capable of remedy it has been advised in writing of the breach and has not rectified it within 10 Business Days of receipt of such advice; (b) the other party passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up or the dissolution of the other party; (c) any steps are taken for the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or notice is given of an intention to appoint an administrator in relation to the other party or any steps are taken for the appointment of a receiver or administrative receiver, or an encumbrancer takes possession of or sells any of the other party's assets; (d) the other party makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally (including, without limitation, proceedings under Chapter 11, the US Bankruptcy Code); (e) the other party ceases to carry on business at any time for 30 consecutive days; or (f) the other party is unable to pay its debts (within the meaning of section 123, Insolvency Act 1986).		
16.	Obligations on Termination		
16.1	All rights and obligations of the parties shall cease to have effect immediately on expiry or termination of the Contract except that termination shall not affect: (a) the accrued rights and obligations of the parties at the date of expiry or termination; (b) the right to claim damages for losses whenever they occur provided they arise out of an event occurring on or before expiry or termination of this Agreement; and (c) the continued existence and the validity of the rights and obligations of the parties under clauses 3.2, 10, 11, 12, 13, 14.4, and 15 to 28 and any provisions of the Contract necessary for the interpretation or enforcement of the Contract.		
16.2	On expiry or termination of any Contract all Confidential Information, documentation, materials, samples, equipment or other things issued by SEaB in connection with the Contract and in the possession of the Supplier are to be promptly returned SEaB.		
17.	Force Majeure		
17.1	Subject to compliance with sub-clause 17.2, neither party shall be deemed to be in breach of the Contract, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under the Contract to the extent that such delay or non-performance is due to a Force Majeure Event.		
17.2	The party affected by the Force Majeure Event shall immediately give the other party written notification of the nature and extent of the Force Majeure Event and take all reasonable steps to alleviate its effects, shall resume performance as soon as practicable and shall immediately notify the other party that the Force Majeure Event has ended.		
18.	Governing law and dispute resolution procedure		
18.1	The Contract and Purchasing Framework and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with them, their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.		
18.2	The parties shall use their best efforts to negotiate in good faith and settle any dispute or difference that may arise in connection with the Contract. The matter shall be escalated to the following individuals in increasing order of escalation: Level 1 The Supplier's sales manager and SEaB's sales manager Level 2 The managing directors (or equivalent) of the parties		
18.3	If the dispute or difference is not resolved by the parties at Level 1 within 14 days of the matter being referred to Level 1, then either party may refer the matter to Level 2 for resolution and shall give notice to the other party accordingly.		
18.4	If the dispute or difference is not resolved at Level 2 within 14 days of the matter being referred to Level 2, the parties will attempt to settle it by mediation in accordance with the CEDR Model		