

PDSA General Conditions of Purchase

1. Interpretation

- 1.1. **Authorised** means agreed in writing by an authorised representative of PDSA (and Authorisation shall be construed accordingly).
- 1.2. **Conditions** means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between PDSA and the Seller.
- 1.3. **Contract** means the contract for the sale and purchase of the Goods and the supply of the Services incorporating the Conditions.
- 1.4. **Delivery Address** means the address stated on the Order.
- 1.5. **Goods** means the goods (including any instalment of the goods or any part of them) described in the Order.
- 1.6. **Order** means PDSA's purchase order for Goods and/or Services, whether this order is in the form of a letter, email or other document.
- 1.7. **PDSA** means any of: the People's Dispensary for Sick Animals, registered with the Charity Commission under No. 208217, PDSA Petaid Enterprises Limited, incorporated and registered in England and Wales with company number 04374375 whose registered office is at Whitechapel Way, Priorslee, Telford, TF2 9PQ, or PDSA Trading Limited incorporated and registered in England and Wales with company number 01595637 whose registered office is at Whitechapel Way, Priorslee, Telford, Shropshire TF2 9PQ, whichever is set out in the Order.
- 1.8. **Price** means the price of the Goods and/or the charge for the Services.
- 1.9. **Seller** means the person so described in the Order.
- 1.10. **Services** means the services (if any) described in the Order.
- 1.11. **Specification** includes any plans, drawings, data or other information relating to the Goods and Services.

2. Basis of Purchase

- 2.1. An Order number is required to support the purchase of all Goods and/or Services unless Authorised. Invoices received without reference to an Order number will not be accepted for payment.
- 2.2. The Order constitutes an offer by PDSA to purchase the Goods and/or acquire the Services subject to these Conditions and no Order shall be deemed accepted until the Seller accepts either expressly by giving notice of acceptance or implicitly by fulfilling the Order, in whole or in part.
- 2.3. These Conditions shall apply to the Contract to the exclusion of any terms and conditions proffered at any time by the Seller including (without limitation) any terms attached to any quotation, acknowledgement or acceptance of Order.
- 2.4. No variation of the Conditions shall be effective unless Authorised.
- 2.5. These Conditions, the Order and any Specifications and written requirements of PDSA shall constitute the entire agreement between the parties hereto in respect of the subject matter of the Contract and supersede all prior written and oral agreements and representations in relation there to provided that nothing in this clause shall limit a party's liability for fraudulent misrepresentation.

3. Specifications

- 3.1. The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by PDSA to the Seller or Authorised by PDSA.
- 3.2. Any Specification supplied by PDSA to the Seller, or specifically produced by the Seller for PDSA, in connection with the Contract, together with the copyright, design rights and all other intellectual property rights in the Specification or otherwise arising from the Seller's performance of the Contract, shall be the exclusive property of PDSA. The Seller shall not disclose to any third party or use any such Specification. The Seller

shall co-operate in any measure necessary to transfer any intellectual property rights to PDSA as soon as any such right arises.

- 3.3. The Seller shall comply with all applicable regulations and other legal requirements concerning the supply, manufacture, packaging, packing, transport and delivery of the Goods and the performance of the Services.
- 3.4. The Goods shall be marked in accordance with PDSA's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.

4. Price of the Goods and Services

- 4.1. The price of the Goods and the Services shall be as stated in the Order and, unless otherwise Authorised, shall be:
 - 4.1.1. exclusive of any applicable value added tax (which shall, if applicable be payable by PDSA subject to receipt of a VAT invoice), but stating the rate of VAT that will apply for each item comprising the Order;
 - 4.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, impost or other levies.
- 4.2. PDSA shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

5. Terms of Payment

- 5.1. The Seller shall be entitled to invoice PDSA on or at any time after delivery of the Goods or performance of the Services and each invoice shall quote the Order number.
- 5.2. Unless otherwise Authorised, PDSA shall pay the Price of the Goods or Services, by BACS transfer, 60 days after the end of the month of receipt by PDSA of a proper invoice, or if later, after delivery and/or acceptance of the Goods or Services in question by PDSA.
- 5.3. Payment may be delayed if the Seller fails:
 - 5.3.1. to send all invoices directly by email to auto.invoice.processing@pdsa.org.uk; or
 - 5.3.2. to provide in a timely manner full bank details necessary for PDSA to process the Seller's payment by BACS transfer; or
 - 5.3.3. to send on the day of despatch for each consignment such advice(s) of despatch and any other relevant documentation as may be indicated in the Order; or
 - 5.3.4. where agreed applicable, to send a monthly statement of account by the 10th of the month quoting the invoice numbers applicable to each item thereon; or
 - 5.3.5. to mark clearly the Order number on the consignment package, packing notes, advice notes, invoices, monthly statement and all other correspondence; or
 - 5.3.6. to provide any certificate or other documentation required in the Order; however delayed payment in such circumstances shall not cause PDSA to lose any payment discount.
- 5.4. PDSA shall be entitled to set off against the Price any sums owed to PDSA by the Seller.

6. Delivery

- 6.1. The Goods shall be delivered, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during PDSA's usual business hours, unless otherwise Authorised.
- 6.2. The Seller shall ensure that each delivery is accompanied by a delivery note which shows the Order number, date of Order, number of packages and contents and in the case of a part-delivery (if specified in the Order), the outstanding balance remaining to be delivered.
- 6.3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

- 6.4. If the Goods or Services are not delivered on the due date and there has been no prior Authorisation of delay, then without prejudice to any other rights which it may have, PDSA reserves the right to:
- 6.4.1. cancel the Contract in whole or in part;
 - 6.4.2. refuse to accept any subsequent delivery of the Goods or Services which the Seller attempts to make;
 - 6.4.3. recover from the Seller any costs reasonably incurred by PDSA in obtaining the Goods or Services in substitution from any other supplier;
 - 6.4.4. claim damages as a result of the Seller's failure to deliver the Goods or perform the Services on the due date;
 - 6.4.5. In addition to any other remedies available to us, PDSA will be entitled to deduct 1% of the overall contract price for those Goods or Services for each working days delay as liquidated damages, to a maximum of 50%.
- 6.5. Where PDSA agrees in writing to accept delivery of the Goods or performance of the Services by instalments the Contract will be construed as a single contract and not several. Nevertheless, failure by the Seller to deliver any one instalment shall entitle PDSA to its option to treat the entire Contract as repudiated.
- 6.6. The Seller must provide at its own expense packaging which is required for the delivery of the Goods. PDSA shall not be obliged to return to the Seller any packaging or packing materials for the Goods.
- 6.7. The Seller must render PDSA at its request every assistance in obtaining any permits, licences, approvals which PDSA may require for the import of the Goods, and where necessary, for their transit through any country.
- 6.8. Incoterms shall be DDP (Delivery Duty Paid). For the avoidance of doubt, the Supplier is responsible for any import or export requirements including Importer of Record
- 6.9. If Goods are delivered to PDSA in excess of the quantities ordered, without prior Authorisation, PDSA shall not be bound to pay for the excess and any excess shall remain at the Seller's risk and shall be returnable at the Seller's expense.
- 6.10. PDSA shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until PDSA has had reasonable time to inspect them following delivery, or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

7. Ethical Supply Policy and Modern Slavery Act 2015

- 7.1. It is a requirement of conducting business with PDSA that you abide by the PDSA Ethical Statement and specifically the section For Suppliers and Partners. A copy is available at <https://www.pdsa.org.uk/what-we-do/charity-governance>.
- 7.2. Any breach of the PDSA Ethical Statement and/or refusal to implement recommended corrective action, will result in a review of the trading relationship and may result in a termination of Orders and no future Orders being placed.
- 7.3. The Seller shall, and shall procure that all Seller Personnel shall:
- 7.3.1. comply with the Modern Slavery Act 2015 and PDSA's anti-slavery policy located at <https://www.pdsa.org.uk/terms-conditions/modern-slavery> as updated from time to time;
 - 7.3.2. without limiting the generality of clause 7.3.1, only employ individuals whose presence is voluntary and not use forced, indentured, involuntary, prison, or uncompensated labour under any circumstances; and
 - 7.3.3. ensure that its employees and other Seller Personnel (as such term is defined in clause 10.1) have the right to work in the territories appropriate to their engagement and comply with applicable government guidance on appropriate right to work checks.
- 7.4. The Seller shall implement due diligence procedures for its own Sellers, subcontractors and other participants in its supply chains, including where appropriate Seller and subcontractor audits, to ensure that there is no slavery or human trafficking in its supply chains. The Seller shall maintain a complete set of records to trace the supply chain of all Services provided to PDSA in connection with the Contract.

- 7.5. The Seller shall notify PDSA as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain, which has a connection with the Contract.
- 7.6. If requested by PDSA, the Seller shall prepare and deliver to PDSA an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 7.7. The Seller shall comply at all times with PDSA's safeguarding policies and any safeguarding or related instructions which may be issued to the Seller by PDSA at any time. Should the Seller come across any concerns regarding safeguarding during the performance of this Contract then the Seller will inform immediately the Account Manager at PDSA of those concerns.
- 7.8. PDSA may terminate the Contract with immediate effect by giving written notice to the Seller if the Seller is in breach of this clause 7.

8. Risk and Property

- 8.1. Risk of damage to or loss of the Goods shall remain with the Seller and pass to PDSA upon full and proper delivery to PDSA in accordance with clause 6.
- 8.2. The ownership of the Goods shall pass to PDSA upon delivery in accordance with clause 6, unless payment for the Goods is made prior to delivery, when it shall pass to PDSA once payment has been made.
- 8.3. Use of PDSA's name:
 - 8.3.1. The Seller may not use the PDSA name for any purpose beyond the performance of the Seller's obligations to PDSA, unless the Seller has first obtained consent in writing for the use from PDSA's Media and PR team.
 - 8.3.2. Willingness to pursue compliance with PDSA's Ethical Policy does not imply PDSA's endorsement for the ethical nature of the Seller's business. No such claims should be made.

9. Confidentiality

- 9.1. All information relating to PDSA's business, affairs, products, trade secrets know-how, personnel, customers and suppliers which may reasonably be regarded as confidential information (irrespective of the format or medium) shall hereinafter be referred to as Confidential Information. The Seller undertakes not to disclose, either directly or indirectly any Confidential Information the Seller may acquire in any manner and the Seller further undertakes to use all Confidential Information disclosed to the Seller exclusively for the provision of the Goods or Services.
- 9.2. The provisions of this clause 9 shall not apply to the Seller in respect of any information which:
 - 9.2.1. the Seller can prove by documentary evidence produced to PDSA within 28 days of disclosure that such Confidential Information was already in the Seller's possession before the disclosure to the Seller under this Contract;
 - 9.2.2. is at the time of disclosure to the Seller available or subsequently becomes available to the public otherwise than through any act or default of the Seller;
 - 9.2.3. is disclosed to the Seller as a matter of right by a third party;
 - 9.2.4. is developed by the Seller without dependence directly or indirectly upon the disclosure of Confidential Information by PDSA.

10. Data Protection

- 10.1. In this clause 10, Data Subject, Personal Data, Processing, Data Processor, Data Controller have the meanings given to them in Data Protection Laws.

Complaint means a complaint or request relating to either party's obligations under Data Protection Laws relevant to any Contract, including any compensation claim from a Data Subject or any notice, investigation or other action from a relevant supervisory authority;

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

Data Protection Losses means all liabilities and other amounts, including all:

- (a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage);
- (b) loss or damage to reputation, brand or goodwill; and
- (c) to the extent permitted by any applicable law:
 - (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a relevant supervisory authority;
 - (ii) compensation paid to a Data Subject (including compensation to protect goodwill and ex gratia payments); and
 - (iii) costs of compliance with investigations by a supervisory authority;

Data Subject Request means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;

Personal Data Breach means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;

Protected Data means Personal Data received from or on behalf of PDSA, or otherwise obtained, in connection with the performance of the Seller 's obligations under any Contract; and

Seller Personnel means an employee, worker, consultant or subcontractor of the Seller tasked with undertaking duties in connection with any Contract.

- 10.2. To the extent that the performance of any Contract involves any Protected Data, PDSA shall be the Data Controller and the Seller, the Data Processor.
- 10.3. Where relevant, PDSA shall comply with all Data Protection Laws in respect of the performance of its obligations under any Contract.
- 10.4. The Seller shall comply with all Data Protection Laws in connection with the Protected Data, the Services and the exercise and performance of its respective rights and obligations under any Contract, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws.
- 10.5. Where the Seller processes Protected Data on behalf of PDSA, the Seller :
 - 10.5.1. unless otherwise required by any applicable law, shall process the Protected Data only in accordance with PDSA's documented instructions as updated from time to time and, if any applicable law requires it to process Protected Data other than in accordance with such instructions, it shall notify
 - 10.5.2. PDSA of such requirement before processing the same (unless prohibited on public interest grounds); and
- 10.6. The Seller shall implement and maintain appropriate technical and organisational measures in relation to the processing of Personal Data by the Seller
 - 10.6.1. such that the processing will meet the requirements of Data Protection Laws and ensure the protection of the rights of Data Subjects;
 - 10.6.2. as required to protect the Personal Data from unauthorised damage or loss, taking into account the nature of the processing; and

- 10.6.3. without prejudice to clause 10.10, to assist PDSA insofar as is possible in PDSA's obligations to respond to Data Subject Requests relating to Protected Data.
- 10.7. The Seller shall not engage another Data Processor for carrying out any processing activities in respect of the Protected Data without PDSA's prior written consent.
- 10.8. The Seller shall ensure that all Seller processing Personal Data are subject to a binding written contractual obligation with the Seller to keep the Protected Data confidential (except where such disclosure is required in accordance with any applicable law).
- 10.9. Without prejudice to any other provision of this clause 10, the Seller shall ensure that the Seller processing Personal Data are reliable and have received adequate training on compliance with the Data Protection Laws applicable to the processing.
- 10.10. The Seller shall:
 - 10.10.1. promptly record and then refer all Data Subject Requests it receives to PDSA within three Business Days of receipt, ensuring that PDSA has received the same;
 - 10.10.2. provide such information and cooperation and take such action as PDSA requests in relation to a Data Subject Request, within the timescales required by PDSA; and
 - 10.10.3. not respond to any Data Subject Request without PDSA's prior written approval.
- 10.11. The Seller shall provide such reasonable assistance as PDSA reasonably requires in PDSA complying with Data Protection Laws with respect to:
 - 10.11.1. security of processing;
 - 10.11.2. data protection impact assessments (as defined in Data Protection Laws);
 - 10.11.3. notifications to the relevant supervisory authority and/or communications to Data Subjects in response to any Personal Data Breach.
- 10.12. The Seller shall not transfer any Protected Data to any country outside the EEA without PDSA's prior written consent.
- 10.13. The Seller shall maintain, in accordance with Data Protection Laws, written records of all categories of processing activities carried out on behalf of PDSA.
- 10.14. The Seller shall make available to PDSA within 3 Business Days of request, such information as PDSA reasonably requires to demonstrate the Seller's compliance with its obligations under Data Protection Laws and this Agreement.
- 10.15. The Seller shall allow for and contribute to audits, including inspections, conducted by PDSA or any of its customers, or an auditor mandated by PDSA or such customer, for the purpose of demonstrating compliance by the Seller with its obligations under Data Protection Laws and this clause 10. This may include the provision of reasonable access for PDSA, any of its customers, or such other auditor (where practicable, during normal business hours) to the Seller, and/or the facilities, equipment, premises and sites on which Protected Data and/or the records referred to in clause 10.13 are held, and to any other equipment or facilities used in the provision of the Services (in each case whether or not owned or controlled by the Seller). PDSA shall give the Seller reasonable prior notice of such audit and/or inspection.
- 10.16. If any audit or inspection reveals a material non-compliance by the Seller with its obligations under Data Protection Laws or this clause 10, the Seller shall pay the reasonable costs of PDSA, its customer or its mandated auditors, of the audit or inspection.
- 10.17. If the Seller is in breach of its obligations under this clause 10, PDSA may suspend the transfer of Protected Data to the Seller until the breach is remedied.
- 10.18. PDSA shall be entitled to share any notification, details, records or information provided by or on behalf of the Seller under this clause 10 with its customers, its professional advisors and/or the relevant supervisory authority.
- 10.19. In respect of any Personal Data Breach, the Seller shall:

- 10.19.1. notify PDSA of the Personal Data Breach without undue delay (but in no event later than 12 hours after becoming aware of the Personal Data Breach); and
- 10.19.2. provide PDSA without undue delay (wherever possible, no later than 24 hours after becoming aware of the Personal Data Breach) with such details as PDSA reasonably requires regarding:
 - 10.19.2.1. the nature of the Personal Data Breach, including the categories and approximate numbers of Data Subjects and Protected Data records concerned;
 - 10.19.2.2. any investigations into such Personal Data Breach;
 - 10.19.2.3. the likely consequences of the Personal Data Breach; and
 - 10.19.2.4. any measures taken, or that the Seller recommends, to address the Personal Data Breach, including to mitigate its possible adverse effects.
- 10.20. The Seller shall promptly (and in any event within two Business Days) inform PDSA if it receives a Complaint and provide PDSA with full details of such Complaint.
- 10.21. The Seller shall without delay, at PDSA's request, either securely delete or securely return all the Protected Data to PDSA in such form as PDSA reasonably requests at the end of the provision of the relevant Services.
- 10.22. The Seller shall indemnify and keep indemnified PDSA in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, PDSA arising from or in connection with any breach by the Seller of any of its obligations under this clause 10. This clause 10.22 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except to the extent not permitted by Applicable Law.

11. Insurance and Liability

- 11.1. The Seller shall have in force and maintain in force public liability, product liability and employer's liability insurances which shall indemnify PDSA in the event of any claim or proceedings resulting from the Contract or for the minimum cover value (if any) set out in the Order, whichever is greater.
- 11.2. The Seller shall provide a copy of such policies on request from PDSA.
- 11.3. Nothing in the Contract shall operate to exclude or limit either party's liability:
 - 11.3.1. for death or personal injury caused by negligence;
 - 11.3.2. for breach of the obligations arising from Section 12 of the Sale of Goods Act 1979;
 - 11.3.3. for fraud.
- 11.4. PDSA's total liability in contract, tort (including without limitation, negligence), or otherwise in connection with or arising out of the Contract shall be limited to the Price.

12. Warranties and Indemnities

- 12.1. The seller warrants to PDSA that the Goods:
 - 12.1.1. will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed;
 - 12.1.2. will be free from defects in design, materials and workmanship;
 - 12.1.3. will correspond with any relevant Specification or sample;
 - 12.1.4. will comply with all statutory requirements and regulations relating to the sale of Goods.
- 12.2. The Seller warrants to PDSA that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for PDSA to expect in all circumstances.
- 12.3. PDSA's approval of designs furnished by the Seller shall not relieve the Seller of its obligations and liabilities under these Conditions.

- 12.4. The Seller's warranties contained in this clause 12 shall extend to any defect or non-conformity arising or manifesting itself within two years after delivery or where applicable any longer time period specified in the Order.
- 12.5. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then PDSA shall be entitled:
 - 12.5.1. to require the Seller to repair the Goods or to supply replacement Goods or Services at the Seller's risk and expense in accordance with the Contract within seven days;
 - 12.5.2. at PDSA's sole option and whether or not PDSA has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid;
 - 12.5.3. to terminate the Contract with immediate effect by giving written notice to the Seller; or
 - 12.5.4. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Seller attempts to make.
- 12.6. If the Seller refuses or fails promptly to correct or replace such Goods when requested by PDSA, PDSA may itself, or through any agent or subcontractor, or otherwise, correct or replace such Goods and the Seller agrees to reimburse PDSA for the costs incurred thereby. Goods corrected or replaced shall be subject to the Warranties and Indemnities set out in these Conditions.
- 12.7. All warranties and indemnities shall survive acceptance and payment.
- 12.8. The Seller shall indemnify PDSA in full against all liability, loss, damages, costs and expenses (including legal and other professional fees and expenses calculated on a full indemnity basis) awarded against or incurred or paid by PDSA as a result of or in connection with:
 - 12.8.1. breach or negligent performance or failure in performance by the Seller of the Contract;
 - 12.8.2. breach of any warranty given by the Seller in relation to the Goods or the Services;
 - 12.8.3. defective workmanship, quality or materials;
 - 12.8.4. any claim that the Goods infringe, or their importation, use or resale, infringes the patent, copy right, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises directly from compliance with any Specification supplied by PDSA;
 - 12.8.5. any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - 12.8.6. any act or omission of the Seller or its employees, agents or subcontractors in supplying, delivery and installing the Goods, and
 - 12.8.7. any act or omission of any of the Seller's personnel in connection with the performance of the Services.

13. Termination

- 13.1. PDSA shall have the right at any time and for any reason immediately upon notice to terminate the Contract in whole or in part whereupon all work on the Contract shall be discontinued and PDSA shall pay the Seller fair and reasonable compensation.
- 13.2. PDSA shall without prejudice to any other rights PDSA may have, be entitled at any time by notice in writing to terminate this Contract without compensation and without instituting legal proceedings forthwith if:
 - 13.2.1. the Seller becomes insolvent or the Seller makes any composition or arrangement with their creditors, or
 - 13.2.2. any petition is presented for the Seller's winding up, or
 - 13.2.3. the Seller passes any resolution for the Seller's winding up, or
 - 13.2.4. the Seller commits an irremediable material breach of the Contract, or a remediable material breach of the Contract which is not remedied within 14 days of written notice thereof.

- 13.3. The termination of the Contract, however arising, shall be without prejudice to the rights and remedies of the parties accrued prior to termination. The Conditions which expressly or implicitly have effect after termination shall continue to be enforceable notwithstanding termination.
- 13.4. On termination of the Contract, the Seller shall immediately deliver to PDSA all Goods whether or not then complete. If the Seller fails to do so, then PDSA may enter the Seller's premises and take possession of them. Until they have been returned or delivered, the Seller shall be solely responsible for their safekeeping and will not use them for any purpose not connected with the Contract.

14. Force Majeure

- 14.1. PDSA shall not be liable to the Seller for failure to accept delivery of the Goods or Service resulting from any cause beyond its reasonable control including (without limitation) any fire, flood, explosion, acts of God, bad weather, natural catastrophe, accident, strike, lockout, or industrial disputes, war, riot, civil commotion (an Event of Force Majeure).
- 14.2. If the Seller fails to perform any part of a Contract by reason of any Event of Force Majeure, PDSA may at its discretion suspend or cancel the delivery of the Goods or Service and/or the performance of the Contract without any liability to the Seller for payment or compensation.

15. Assignment

- 15.1. The Contract is personal to the Seller and the Seller shall not assign or transfer or subcontract any of its rights under the Contract without the prior written consent of PDSA.

16. General

- 16.1. Each right or remedy of PDSA under the Contract is without prejudice to any other right or remedy of PDSA whether under the Contract or not.
- 16.2. All notices required or permitted by this Contract must be in writing and signed on behalf of the party giving the notice, addressed to the party receiving it and sent by courier, certified mail, facsimile, personal delivery or other recognised manner of delivery, to the address specified in the Contract. Notices will be effective on date of receipt by the party to whom the notice is given except where the notice is sent by facsimile, in which case it shall be deemed to have been received immediately upon transmission provided the sender receives confirmation of an error-free transmission.
- 16.3. All waivers must be in writing. No waiver by either party shall be considered as waiver of any subsequent breach of the same or any other provision of the Contract.
- 16.4. If any provision of these Conditions is held by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.5. The Contract shall be governed by the laws of England and the Seller agrees to submit to the exclusive jurisdiction of the English courts.
- 16.6. Headings are for convenience only and do not constitute part of this Contract.

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