

TERMS & CONDITION OF BUSINESS

1. Interpretation

1.1 Definitions

In these Conditions, the following definitions apply:

Bespoke Goods: Goods sourced in accordance with a Specification supplied by the Customer.

Bespoke Orders: Orders which are wholly or mainly for Bespoke Goods.

Business Day: A day on which Banks and building societies holding accounts in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or entity that purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 11.

Goods: the (or any part of them) set out in the Contract, including, topography,ights, design, rights, trademarks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world or in association with the Goods.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or written acceptance of a quotation or other similar written communication from the Customer to the Supplier.

Specification: any specification for the Goods that is agreed in writing by the Customer and the Supplier.

Supplier: Tile Emporium Ltd a private limited company registered in England and Wales with company number 10013903, whose registered office is at Unit 1 Endeavour Business Park, Crow Arch Lane, Ringwood, BH24 1SF, England, UK.

1.2 Construction

In these Conditions, the following rules apply:

a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

b) A reference to a party includes its personal representatives, successors or permitted assigns.

c) A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

d) Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

e) A reference to writing or written includes faxes and e-mails.

2. Basis of contract

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. **SAVE THAT** the legal rights of a consumer are not affected.

2.1 The Order and these Conditions shall constitute the Contract. The Customer shall be responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. The Supplier shall not be liable for any loss or damage resulting from any incomplete or inaccurate Order or Specification.

2.3 In the case of a Bespoke Order, unless otherwise agreed in writing by the Supplier the Customer shall pay to the Supplier an amount equal to not less than 50% of the price of the Bespoke Goods (**Deposit**). The Deposit shall be a payment on account of the price of the Bespoke Goods and a deposit against any loss or damage suffered or incurred by the Supplier as a result of any breach or default by the Customer, and in the event of such breach or default the Supplier may apply the Deposit against such loss or damage.

2.4 The Supplier shall be deemed to be acting in accordance with the Order in the form of a 'Sales Quot' or 'Invoice', and

2.5 In the case of a Bespoke Order, the Supplier has received the Deposit in full and in cleared funds, at which point the Contract shall come into existence. For the avoidance of doubt, nothing in these Conditions shall impose any obligation upon the Supplier to accept any Order.

2.6 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. The Customer shall be responsible for ensuring that the Goods are suitable and fit for purpose, and in particular the Customer hereby acknowledges and accepts that it has not relied upon any advice or guidance given by or on behalf of the Supplier relating to the Goods or any use of them.

2.7 Any samples, photographs, drawings, illustrations, descriptions or other descriptive matter contained in the Supplier's catalogues or other marketing material, or otherwise supplied by the Supplier, for the purpose of giving an accurate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. Without prejudice to the foregoing, the Supplier shall not destroy, damage, remove, deface or obscure any sample or other descriptive matter or marketing material.

2.8 The Customer shall be responsible for establishing all quantities of Goods. The Customer acknowledges and accepts that any calculation or estimate given by the Supplier shall be treated as having been given for guidance purposes only and shall not create any legally binding obligation or liability on the part of the Supplier.

2.9 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue. The Supplier may withdraw a quotation at any time upon giving written notice to that effect.

3. Goods

3.1 The Goods are described in the Supplier's catalogues as modified by any applicable Specification. The Supplier's responsibility under the Contract extends to the sourcing and delivery of the Goods, and the Supplier does not hold itself out as having any expertise or experience with stability, quantities, storage, installation and maintenance of Goods. Subject to clause 5.1(a), the Customer must not rely upon any statement at any time made directly or indirectly by or on behalf of the Supplier relating to the suitability, quantities, storage, installation or maintenance of Goods. In the circumstances, the Customer shall be responsible for the suitability, quantities, storage, installation and maintenance of the Goods and the Customer's attention is drawn to:

(a) British Standard Institution BS 5395 Codes of Practice for Wall & Floor Tiling (where relevant);
(b) British Standard Institution BS 6204 Codes of Practice for Screeds, Bases & In-Situ Flooring (where relevant);
(c) any other British Standard Institution Codes of Practice from time to time relevant to the Goods;
(d) good trade practice regarding the suitability, quantities, storage, installation and maintenance of the Goods; and
(e) any manufacturer's instructions and recommendations relating to the Goods, and in particular, in respect of fixings, adhesives, grouting and ancillary products.

3.2 In the case of Bespoke Goods, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification.

3.3 The clause 3.2 shall survive termination of the Contract.

3.4 The Supplier reserves the right to amend the Specification of any Goods if required by any applicable statutory or regulatory requirements.

3.5 The Supplier shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), and where the Goods are being delivered by instalments the outstanding balance of Goods remaining to be delivered; and

(b) if the Supplier is required to provide a delivery note, the relevant Customer reference number and the date of delivery is clearly stated on the delivery note. The Customer shall make any such pallets and packaging materials available for collection at such times as the Supplier shall reasonably request. Returns, imposed by the Supplier, of pallets and packaging materials shall be at the Supplier's expense.

3.6 Subject to the following provisions of this clause 4.2, the Supplier shall deliver the Goods:

3.7 to the location set out in the Contract or such other location as the parties may agree (**Delivery Location**); and

3.8 subject to clause 4.3, the date and time set out in the Contract or between such other dates and times as the parties may agree, and in the absence of agreement between the hours of 9.00 am and 5.00 pm on or between such Business Days notified by the Supplier to the Customer (**Delivery Time**).

3.9 If the Delivery Location is situated on a public highway the Supplier reserves the right to deliver the Goods to a kerb of a public highway adjacent to the Delivery Location, and the Customer shall be responsible for any relocation thereafter. The Supplier may make the delivery using a heavy goods vehicle (HGV). The Customer shall ensure that the Delivery Location is able to accommodate an HGV delivering the Goods at the Delivery Time, and if for any reason it cannot the Customer shall notify the Supplier of this fact as soon as possible and in any event before the Goods are despatched. The Customer shall ensure that it is present or represented at the Delivery Location at the Delivery Time, and that it takes delivery of the Goods immediately upon arrival. In the case of non-palletised Goods, the Customer shall be responsible for unloading the Goods in accordance with all reasonable directions given by the delivery driver. In the case of palletised Goods delivered by a tall lift lorry, the driver shall be responsible for unloading the pallets to a position adjacent to the lift lorry, and the Customer shall be responsible for removing the pallets from the lift lorry and placing them in a position of the Customer's desire by a non-lift driver. The Customer shall not be responsible for unloading the pallets in accordance with all reasonable directions given by the driver. Without prejudice to the foregoing, unloading is to be undertaken in a timely manner, and in the event that the Customer fails to act in a timely manner or otherwise fails to comply with its obligations under this clause 4.2 the Supplier reserves the right to recover from the Customer any loss that it suffers as a result of such failure, including any additional lorry hire charges and driver wages.

3.10 The Delivery Time is approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to comply with its obligations under clause 4.2 or to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.11 The Customer shall not be liable for any delay in delivery of the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to comply with its obligations under clause 4.2 or to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.12 If the Customer for any reason fails to take delivery of the Goods at the Delivery Time, then except where such failure or delay is caused by a Force Majeure Event or the Supplier's material failure to comply with its obligations under the Contract:

a) the delivery of the Goods shall be deemed to have been completed at 9.00 am on the first Business Day after the Delivery Time; and
b) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

3.13 If 10 Business Days after the Delivery Time the Customer has not taken delivery of the Goods, the Supplier may resell or otherwise dispose of or sell all or part of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. Unless otherwise agreed.

3.14 The Customer shall inspect the Goods within 48 hours of the time of delivery and in any event before installation. Without prejudice to the foregoing, the Customer shall be responsible for ensuring that the Goods accord with the terms of the Order and any applicable Specification before installation, and the Supplier shall not be liable for any loss or damage resulting from any installation of any wrongly delivered or defective Goods.

3.15 The Customer shall not be entitled to reject the Goods if:

(a) the Supplier delivers them Goods;

(b) the Customer accepts them Goods; and

(c) less than 10% of the quantity of Goods delivered are broken or damaged or otherwise do not comply with the warranty set out in clause 5.1.

3.16 No adjustment shall be made to the price of the Goods in the event that the wrong quantity of Goods was delivered or any of the Goods are broken or damaged or otherwise do not comply with the said warranty.

3.17 The Supplier may deliver the Goods by instalments, which shall be deemed to have been invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.18 The Customer shall be responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier in good time prior to shipment. For the avoidance of doubt, the Supplier gives no representations, warranties or undertakings in connection with import licences and other consents or the requirement for them.

3.19 **Quality**

3.20 The Customer acknowledges and accepts that the Goods are products which are sourced in batches over which the Supplier has no control, and that both Goods and batches of Goods will necessarily vary in quality, texture, size, colour and appearance. The Customer further acknowledges and accepts that the Goods are 'as found', and each delivery will be accepted in the knowledge that there may be a variation of broken or damaged Goods. The Customer shall not be entitled to reject any Goods, and does not represent, warrant or undertake that all Goods delivered will have a similar quality, texture, size, colour and appearance or that there will be no breakages or damage. In the circumstances, the Customer shall be responsible for blending the Goods before installation to accommodate for such variations and utilising any broken or damaged Goods for edging and cornering. Subject to the foregoing and clauses 4.7 and 4.8, the Supplier warrants that on delivery the Goods shall:

a) conform in all material respects with their description and any applicable Specification; and

b) be free from material defects in design, material and workmanship.

3.21 Subject to clause 5.3, if the Customer is not satisfied with the Goods supplied by the Supplier, the Customer may, at its option, return the Goods to the Supplier in writing to the Supplier within 48 hours of the time of delivery and before installation that less than 10% of the quantity of the Goods delivered are broken or damaged or otherwise do not comply with the warranty set out in clause 5.1;

3.22 the Customer is given a reasonable opportunity of examining such Goods; and

3.23 the Customer may, at its option, repair or replace the defective Goods, or refund the price of the defective Goods.

3.24 the Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

a) the Customer installs the Goods;

b) the defect arises because the Customer failed to follow:

(i) British Standard Institution BS 5395 Codes of Practice for Wall & Floor Tiling (where relevant);

(ii) British Standard Institution BS 6204 Codes of Practice for Screeds, Bases & In-Situ Flooring (where relevant);

(iii) good trade practice regarding the storage, installation and maintenance of Goods; and

(iv) any manufacturer's instructions relating to the Goods (or related materials such as substrates, adhesives and grouts) which may accompany the Goods at Delivery or which have at any time before or at Delivery been notified to the Customer.

3.25 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage, transportation, installation or maintenance conditions; or

3.26 the defect arises from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

3.27 Except to the extent provided for in this clause 5.5 and elsewhere in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

3.28 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

3.29 **Advice**

3.30 Where we provide advice (including drawings and/or estimates of quantities) incidental to the supply of the Goods, relating to the Goods or information supplied and does not oblige you to purchase the Goods.

3.31 Such advice will not constitute any representation that the Goods are fit for any particular purpose and we accept no responsibility for the advice. The Customer must confirm and check such advice, including the accuracy of any estimated quantities with an architect, engineer or other suitably qualified person.

3.32 In the circumstances that such advice is given we shall not be liable to the Customer in any event for any loss or damage (whether direct, consequential or otherwise) arising from such advice (save for the death or personal injury caused by our negligence).

3.33 The Customer agrees the basis on which such advice is supplied as above and that our liability is excluded and that this exclusion is reasonable in all the circumstances.

3.34 **Termination and redelivery**

3.35 The risk in the Goods shall pass to the Customer on completion of delivery.

3.36 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full and in cleared funds for:

a) the Goods; and

b) any other goods or services that the Supplier has supplied to the Customer.

3.37 Until title to the Goods has passed to the Customer, the Customer shall:

a) not install the Goods;

b) hold the Goods on a fiduciary basis as the Supplier's bailee;

3.38 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

3.39 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

3.40 give the Supplier immediate notice to any of the events listed in clause 9.2; and

3.41 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

3.42 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that the Customer is likely to become subject to any of the events listed in clause 9.2, and the Supplier has not been repaid or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods as it may direct, and if the Customer fails to do so enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

3.43 **Price and payment**

3.44 The price of the Goods shall be the price in pounds sterling (or such other currency as the parties may agree) set out in the Contract, or if no price is quoted, the price in pounds sterling (or such other currency as the parties may agree) set out in the Supplier's published price list in force on the date of the Order.

3.45 The Supplier, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date, quantity or type of Goods ordered, or the Specification; or

(c) any delay caused by any instruction of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions;

3.46 The price of the Goods is exclusive of amounts in respect of any value added tax (VAT) that may be chargeable on the supply of the Goods, which shall be payable in pounds sterling (or such other currency as the parties may agree) by the Customer in addition.

3.47 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be paid in pounds sterling (or such other currency as the parties may agree) by the Customer in addition.

3.48 Unless otherwise agreed in writing by the Supplier, the Customer shall in good time before delivery of the Goods pay in pounds sterling (or such other currency as the parties may agree) to the Supplier in full and in cleared funds:

(a) the price of the Goods; and

(c) the cost of delivery and charges of packaging, insurance and transport of the Goods

(together **Contract Price**), in the case of Bespoke Goods less the amount of any Deposit paid to the Supplier in accordance with clause 2.3 and not applied to any loss or damage resulting from any breach or default by the Customer under clause 2.3. Payment shall be to the bank account nominated in writing by the Supplier. Time of payment is of the essence. For the avoidance of doubt, the Supplier shall have no obligation to deliver the Goods unless and until the Contract Price has been paid in accordance with this clause 8.5.

3.49 As soon as practicable after the date of payment of the Contract Price in accordance with clause 8.5 the Supplier shall provide the Customer with a VAT invoice.

3.50 If the Customer fails to make any payment to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank Plc's base rate from time to time, whichever is the higher. 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 Customer shall pay the interest together with the overdue amount.

3.51 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it in the Customer's favour against any amount payable by the Supplier to the Customer.

3.52 If the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

3.53 For the purposes of clause 9.1, the relevant events are:

(a) the Customer goes into liquidation, becomes insolvent, or is unable to pay its debts as they fall due or admits its inability to pay its debts, or (being a company) is deemed either unable to pay its debts or having a reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(d) a creditor or encumbrancer of the Customer attaches or takes possession of, or distress, execution, sequestration or other such process is levied or enforced or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(e) (being a company) an application is made to court or an administrator is appointed over the Customer;

(g) (being a company) a floating charge holder over the Customer's assets has been entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

(i) any event occurs, or proceedings are taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2(a) to clause 9.2(h) (inclusive);

(j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

(k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

(l) (being an individual) the Customer dies, or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

3.54 Terms of payment, credit limit, credit rating and other credit control information, including the date of birth, may be used by the Supplier to assess credit risk.

3.55 The Customer shall not affect the Supplier's right to terminate the Contract if the Supplier becomes subject to any of the events listed in clause 9.2.

3.56 **Intellectual Property Rights**

3.57 The Customer acknowledges that:

(a) the Intellectual Property Rights are the Supplier's (or its licensors') property;

(b) nothing in the Contract shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights; the Supplier asserts its full rights to control the use of its trademarks within the EEA and the Customer shall assist the Supplier as required in preventing parallel importers from diluting the Supplier's rights; and

(c) any reputation in any trademarks affixed or applied to the Goods shall accrue to the sole benefit of the Supplier or any other owner of the trademarks from time to time.

3.58 The Customer shall not repackage the Goods or remove any copyright notices, confidential or proprietary legends or identification from the Goods.

3.59 The Customer shall not use (other than in accordance with the terms of the Contract) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Supplier or any associated company of Supplier owns or claims rights in anywhere in the world.

3.60 The Customer shall promptly and fully notify the Supplier of any actual, threatened or suspected infringement of any Intellectual Property Rights or any claim by any third party relating to any Intellectual Property Rights which comes to the Customer's notice. The Customer agrees (at the Supplier's reasonable expense) to do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings in relation to any such infringement or claim.

3.61 **LIMITATION OF LIABILITY**

3.62 **Nothing in these Conditions shall limit or exclude the Supplier's liability for:**

(a) death or personal injury caused by the Supplier's negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

3.63 Subject to clause 11.1, the Supplier shall not be liable for any loss, damage or expense arising under or in connection with the Contract, and

(a) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

3.64 **For the avoidance of doubt**

3.65 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, road traffic delays, delivery vehicle breakdowns, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, tsunamis, storms, earthquakes, loss at sea, epidemics or similar events, weather conditions, force majeure, or default of or delay by a party to its obligations under the Contract.

3.66 General

3.67 **Assignment and subcontracting**

3.68 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

3.69 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

3.70 **Notices**