

Terms and conditions – Suppliers

Unless expressly authorised otherwise in writing by Xcel Property Services (UK) Ltd, signed by a Duly Authorised Representative thereof, these are the sole terms and conditions on which Xcel Property Services (UK) Ltd is prepared to contract with you (the “Supplier”) (together the “Parties”) in relation to the sale of goods and supply of services by the Supplier.

Xcel Property Services (UK) Ltd is a company registered in England and Wales under registered company number 06445256 with its registered office at Tedham House, 117 Bedford Road, Cranfield, Bedford, MK43 0HD, being referred to as the “Company” for the purposes of these terms and conditions as updated from time to time by the Company (the “Terms”).

I. DEFINITIONS

- I.1 “Client” shall mean an entity with whom the Company contracts to provide goods and services thereto.
- I.2 “Company Materials” shall mean all materials, equipment, tools, drawings, specifications, computer programmes, information and data, on whatever media, supplied by the Company to the Supplier.
- I.3 “Contract” shall mean an Order placed by the Company with the Supplier for the supply of goods and/or services together with these Terms and any SLA attached thereto.
- I.4 “Deliverables” shall mean all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media.
- I.5 “Duly Authorised Representative” shall mean [INSERT WHO YOU WANT TO BE AUTHORISED].
- I.6 “Goods” shall mean the goods (or any part of them) set out in the Order.
- I.7 “Insurance” shall mean each of Public Liability Insurance, Professional Indemnity Insurance and Product Liability insurance.
- I.8 “Losses” shall mean all costs (including but not limited to legal costs and costs of enforcement), expenses, liabilities (including but not limited to any tax liability), injuries, direct, indirect and/or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and loss of opportunity to deploy resources elsewhere), damages, claims, demands, proceedings and judgments.

- I.9 “Order” means an order placed by the Company for goods or services.
- I.10 “Restricted Client” shall mean an entity with whom the Company is contracting for the supply of Goods and Services during the period in which these Terms apply and with whom it has contracted for the supply of Goods and Services in the 12 months prior to the formation of the Contract.
- I.11 “Services” shall mean the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract.
- I.12 “SLA” shall mean a service level agreement.
- I.13 “TUPE” shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time.

2. CONSTRUCTION OF CONTRACT

- 2.1 Where an Order is placed by the Company, that Order together with these Terms (together a Contract) will constitute a binding and enforceable agreement between the Supplier and the Company. These Terms are deemed to be incorporated into each and every Contract, subject to any permitted variation provided for under these Terms and shall accordingly govern the same. Where there is any manifest inconsistency between these Terms and the Order, these Terms shall apply.
- 2.2 These Terms shall apply as between the Supplier and the Company in respect of the provision of goods and services by the Supplier to the exclusion of all other terms (including but not limited to any terms that the Supplier purports to apply). Any attempt by the Supplier (whether directly or indirectly) to impose any other terms or conditions to the trading relationship with the Company is hereby explicitly and expressly automatically rejected in advance (and any such terms and conditions are likewise rejected automatically in advance) and will be (and is) wholly ineffective and non-binding upon the Company. No terms other than these Terms are or will be acceptable to the Company, save as expressly agreed and signed in writing by a Duly Authorised Representative agreeing to a variation to these Terms in accordance with the same.
- 2.3 These Terms are automatically accepted by the Supplier upon the earlier of (i) the acceptance by the Company of a Pre Qualification Questionnaire, (ii) the Supplier accepting an Order from the Company (iii) the Company accepting a quote from the Supplier, (iv) the

Supplier supplying any goods or commencing the provision of any services for the Company. Save as expressly agreed and signed in writing by a Duly Authorised Representative, these Terms shall apply to the entire relationship between the Company and the Supplier. There is no requirement for the Company to issue the Supplier with copies of these Terms when each Contract is entered into and there is no obligation on the Company to do so. Failure to provide a copy of these Terms with each Contract shall not in any way prejudice the fact that these Terms shall govern each contract as provided for herein.

3. DELIVERY

- 3.1 The time of delivery and performance is of the essence of the Contract and delivery shall be strictly in accordance with the Order and/or SLAs. The Company may reject any Goods or Services not delivered or provided on or before the delivery date specified in the Order and/or SLAs without prejudice to its rights against the Supplier.
- 3.2 The Company may use alternative suppliers to deliver the Goods and Services without prejudice to its rights against the Supplier.
- 3.3 Delivery shall be made at the address specified in the Order and all packing, staffing, transport and other associated costs shall be for the account of the Supplier.
- 3.4 Title in the Goods and any deliverables shall pass to the Company when payment is made, in whole or in part or upon delivery, whichever first occurs.
- 3.5 Risk in the Goods and any deliverables shall pass to the Company upon delivery.
- 3.6 Any partial delivery or performance shall be deemed a failure by the Supplier to deliver or perform in accordance with the Contract and may result in termination of the Contract, corrective action whether verbally, in writing or by further implementation by the Company of SLAs.

4. PRICE AND PAYMENT

- 4.1 Unless otherwise agreed the price for the Goods and Services supplied under any Contract shall be that specified in the Order from the Company or if not so specified shall not be higher than the lower of the last price for the same provided to the Company, the Supplier’s standard pricing for the same based on equivalent quality and quantity standards and the Supplier’s quotation.

4.2 The price specified in the Order or otherwise determined as set out above or otherwise agreed in writing, is a fixed price and the Supplier shall not be entitled to increase the price for any reason whatsoever.

4.3 Payment shall be due 30 days from the date upon which a valid invoice in respect of the Goods and Services is received by the Company.

5. WARRANTY AND QUALITY

5.1 The Supplier warrants, represents and undertakes that:

- (a) any Goods supplied will on delivery be new and unused and free from defects either in material or workmanship and that they will be suitable for any purpose for which they are required and which shall have been made known by the Company to the Supplier, be of merchantable quality, that they will confirm strictly to any specifications, drawings or patterns supplied by the Company to the Supplier or in relation to which they were offered for sale, that they comply with relevant EC Directives concerning Health and Safety and UK legislation and that they will conform strictly to any sample which may have been submitted by or to the Company but without any defect which such sample may have;
- (b) it shall perform the Services with all due skill and care and in accordance with the best practice in the field in which the Services are supplied and any officers, agents, employees, personnel or subcontractors which it uses to provide the Services shall be suitably skilled and experienced and shall adhere to the same standards;
- (c) the Services, Goods and Deliverables shall conform with all descriptions and specifications set out in the Order and shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company;
- (d) it shall provide all equipment, tools, vehicles and other such items as are required to perform the Contract at its own cost;
- (e) it shall obtain and at all times maintain all necessary licences and consents in order to perform the Contract and comply with all applicable laws and regulations when performing the Contract;
- (f) it shall observe and comply with all health and safety rules, regulations, guidelines, codes of practice and any other requirements that apply at any Company or Client premises and shall ensure that any officers, agents, employees, personnel or subcontractors

which it uses to provide the Services shall comply with the same;

- (g) it shall observe and comply with all smoking legislation at any Company or Client premises and shall ensure that any officers, agents, employees, personnel or subcontractors which it uses to provide the Services shall comply with the same;
- (h) it shall refrain from using drugs and alcohol such that they are in the system of the Supplier or any officers, agents, employees, personnel or subcontractors which it uses to provide the Services at the time of delivery;
- (i) it shall comply with any security requirements which shall apply at any Company or Client premises;
- (j) it shall hold on Company Materials in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company and not dispose of or use the Company Materials other than in accordance with the Contract;
- (k) it shall not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Supplier acknowledges that the Company may rely or act on the Services;
- (l) it shall not seek to entice whether directly or indirectly a Restricted Client to contract directly with the Supplier;
- (m) it shall not hold itself out to be connected with the Company unless it is subject to a Contract.

5.2 At any time prior to the delivery of the Goods or Deliverables or Services to the Company, it shall have the right to inspect, examine, audit and test the Goods or Deliverables or Services at all times.

5.3 If the results of such inspection or testing or examination or auditing cause the Company to be of the opinion that the Goods or Deliverables or Services do not conform or are unlikely to conform with the Order, the Contract or to any specifications and/or drawings and/or patterns supplied or advised by the Company to the Supplier, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection whether as part of SLAs or otherwise.

5.4 Notwithstanding such inspection or testing, the Supplier shall remain fully responsible for all aspects of the quality of the Goods or Deliverables or Services and any such inspection

or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

5.5 If any of the Goods or Deliverables or Services fail to comply with the provisions set out in this Clause 5 the Company shall be entitled to avail itself or any one or more remedies listed in Clause 12.

6. INDEMNITY

6.1 The Supplier shall keep the Company indemnified at all times and in full against all Losses awarded against or incurred or paid by the Company as a result or in connection with:

- (a) any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or Deliverables to the extent that the defect in the Goods or Deliverables is attributable to the acts or omissions of the Supplier, its employees, agents, personnel or subcontractors, such payment to be made upon written demand by the Company;
- (b) any claim made against the Company by a third party arising out of, or in connection with, the supply of Goods or Deliverables or Services, to the extent that such claim arises out of the breach, negligent performance, failure or delay in performance of the Contract by the Supplier, its employees, agents, personnel or subcontractors; or
- (c) any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights or other rights arising out of, or in connection with, the manufacture, supply or use of the Goods or Deliverables or receipt, use or supply of the Services.

6.2 For the duration of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, Insurance to cover the liabilities that may arise under or in connection with each Contract and shall, on the Company's request, produce both the insurance certificate(s) giving details of cover and the receipt for the current year's premium in respect of each insurance.

6.3 This Clause 6 shall survive termination of the Contract.

7. COMPANY'S GOODS AND MATERIALS

7.1 All Company Materials supplied by or on behalf of the relevant Group Company, are and shall remain the property of the Company, and shall not be copied, or used in any way whatsoever except in connection with supply of Goods, Deliverables

and Services pursuant to the Contract. If any are damaged or destroyed whilst in the Supplier's possession or control the Supplier shall on demand pay to the Company the cost of the relevant Company or repairing or (at the Company's option) replacing them.

7.2 The Supplier must check all Company Materials supplied to it by or on behalf of the Company and notify the relevant Company in writing of any defects or discrepancies forthwith.

7.3 Title to and all rights (including copyright and any other intellectual property rights) in any additions to Company Materials supplied by or on behalf of the Company shall, in so far as the Company shall not be entitled thereto by operation of law, forthwith vest in and are hereby assigned to the Company.

7.4 The Supplier shall not be entitled to any lien on any such materials, documents, data and computer programmes for sums due for work done under the Contract or otherwise.

7.5 The Company shall be entitled to enter the Supplier's premises and remove all Goods, Deliverables, materials, documents, data and computer programmes to which the Company is entitled.

7.6 The Supplier will redeliver such Company Materials including any copies, extracts and abstracts thereof to the Company in good and serviceable condition.

7.7 This clause 7 shall survive termination of the Contract.

8. INTELLECTUAL PROPERTY

8.1 In respect of the Goods and any goods that are transferred to the Company as part of the Services under a Contract, including without limitation the Deliverables or any part of them, the Supplier warrants, represents and undertakes that it has and will have full and unencumbered title to all such items and that at the date of delivery of such items to the Company, it will have full unrestricted rights to sell and transfer all such items to the Company.

8.2 The Supplier hereby assigns to the Company, with full title guarantee and free from all third party rights, all intellectual property rights in the products of the Services, including but not limited to the Deliverables.

8.3 The Supplier shall obtain waivers of all moral rights in the products of the Services, including for the avoidance of doubt the Deliverables, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

8.4 The Supplier shall, promptly at the Company's request do (or procure to be done) all such further acts and things and execute all such other documentation as the Company may from time to time require for the purpose of securing for the Company the full benefit of any Contract, including all rights, title and interest in and to the intellectual property rights assigned to the Company in accordance with clause 8.2.

8.5 All Company Materials are the exclusive property of the Company.

8.6 This clause 8 shall survive termination of the Contract.

9. NOTICES

Any notification hereunder shall be in writing and where given by the Company by first class registered or recorded delivery to the Supplier's address notified on the later of the Pre-Qualification Questionnaire and the Order, shall be deemed to have been received by the Supplier at the expiration of two days from posting in the case of inland and five days from posting in the case of overseas letters.

10. CANCELLATION, SUSPENSION, IMPROVEMENT AND TERMINATION

10.1 The Company may by notice in writing to the Supplier cancel or vary any Contract formed pursuant hereto and or suspend or postpone the delivery of the Goods and Deliverables and Services or any part thereof including but not limited to requiring the Supplier to vacate and stay away from a Client site and deducting Losses from payments due to the Supplier and all costs necessarily incurred by the Supplier as a result thereof shall be subject to the Supplier using its best endeavours to mitigate the same. The date of delivery shall, if necessary, be extended to such later date(s) as shall be reasonable having regard to the period of such suspension or postponement of nature of the variation.

10.2 Without limiting its other rights or remedies, the Company may terminate any and all Contracts with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material or persistent breach of a Contract and (if such breach is capable of remedy) fails to remedy that breach within 7 days of receipt of notice in writing of the breach;
- (b) notwithstanding the foregoing, the Supplier fails to adhere to SLAs and fails to remedy the breach of the SLA within 7 days of receipt of notice in writing of the breach;

- (c) notwithstanding the foregoing, the Company receives a legitimate complaint from a Client;
- (d) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debt or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or such similar provision in force at the relevant time or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or such similar provision in force at the relevant time or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Supplier 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;
- (f) a petition is filed, notice is given, a resolution is passed or any order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within seven (7) days;
- (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- (i) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in sub-clauses 10.2(d) to 10.2(i) inclusive;
- (k) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or

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

10.3 Without limiting its other rights or remedies, the Company may terminate any Contract:

- (a) in respect of the supply of Services, by giving the Supplier 14 days' written notice; and
- (b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier; in which case the Company shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

10.4 In any of the circumstances in these Terms in which the Company may terminate a Contract, where both Goods and Services are supplied, the Company may instead and at its discretion terminate part of the Contract in respect of the Goods, or in respect of the Services and the Contract shall continue in respect of the remaining supply.

II. CONSEQUENCES ON TERMINATION

11.1 On termination of any Contract for any reason:

- (a) the Supplier shall immediately deliver to the Company all Goods that have been paid for but not yet delivered and where Services are terminated, all Deliverables, whether or not then complete, and return all Company Materials. If the Supplier fails to do so, then the relevant Company may, without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the relevant Contract;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of any Contract which existed at or before the date of termination;
- (c) clauses which expressly or by implication have effect after their termination shall continue in full force.

12. REMEDIES

12.1 If the Supplier fails to deliver the Goods or Deliverables and/or perform the Services by

the applicable dates specified in the Order or otherwise agreed between the Parties in accordance with these Terms or otherwise fails to deliver the Goods or Deliverables and/or perform the Services in accordance with these Terms, the Company shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate any or all Contracts with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or the delivery of the Goods or Deliverables which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Company in excess of what would have been paid to the Supplier in obtaining substitute Goods or Deliverables and/or Services from a third party;
- (d) where the Company has paid in advance for Services that have not been provided by the Supplier and/or Goods or Deliverables which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
- (e) to claim damages for any additional Losses incurred by the Company which are in any way attributable to the Supplier's failure(s) hereunder.

12.2 If the Supplier has delivered Goods or Deliverables that do not comply with the Contract, without limiting its other rights or remedies, the Company shall have one or more of the following rights, whether or not it has accepted the Goods or Deliverables:

- (a) to reject the Goods or Deliverables (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (b) to terminate any or all Contracts with immediate effect by giving written notice to the Supplier;
- (c) to require the Supplier to repair or replace the rejected Goods or Deliverables which the Supplier attempts to make;
- (d) to recover from the Supplier any expenditure incurred by the Company in obtaining substitute goods from a third party in excess of what would have been paid to the Supplier; and
- (e) to claim damages for any additional Losses incurred by the Company arising from the Supplier's failure to supply Goods or Deliverables in accordance with the Contract.

12.3 These Terms shall extend to any substituted or remedial Services and/or repaired or replacement Goods or Deliverables supplied by the Supplier and are in addition to (and do not in any way prejudice) any other rights or remedies the Company may have available to it at law, in equity or otherwise.

13. CONFIDENTIALITY

The Supplier shall keep in strict confidence all technical or commercial information, know-how, specifications, inventions, processes or initiatives which are of a confidential or commercially sensitive nature and have been disclosed to the Supplier by or on behalf of the Company or its agents and any other confidential information concerning the Company's business or its prices or products or services which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purposes of discharging the Supplier's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to the same obligations of confidentiality as bind the Supplier. For the avoidance of doubt, this clause 13 shall survive termination of the Contract.

14. TUPE

- 14.1 The Parties agree and accept that TUPE is unlikely to apply in respect of the arrangements contemplated by any Contract.
- 14.2 Notwithstanding the above, in the event that TUPE is deemed to apply or any third party (including but not limited to the Supplier's personnel) claims that TUPE applies, the Supplier shall indemnify the Company in full in relation to any Losses incurred by the Company as a result of the transfer or deemed transfer (or claimed transfer) of any of the Supplier's personnel or other third party to the Company pursuant to the operation of TUPE and/or the termination by the Company or pursuant to TUPE of any of the Supplier's personnel or other third party.
- 14.3 For the avoidance of doubt, if any of the Supplier's personnel or third party is deemed to have transferred to the Company pursuant to TUPE or otherwise, the Company shall be entitled to terminate their employment and the Supplier shall fully indemnify the Company in relation to all Losses resulting from such termination.

15. DATA PROTECTION

15.1 The Supplier shall comply with the Data Protection Act 1998 and the Data Protection

(Amendment) Act 2003 (the “DPAs”) as if it were a Data Processor (as defined in the DPAs) and, where processing Personal Data (as defined in the DPAs) on the Company’s behalf, shall process such data strictly in accordance with the Company’s instructions and put such operational and technological processes in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the data.

15.2 The Supplier shall not delegate or subcontract any of its data processing obligations to any third party or transfer Personal Data outside the EEA without the prior written consent of the Company such consent not to be unreasonably withheld.

15.3 Where the Supplier transfers Personal Data outside the EEA pursuant to Clause 15.2, such transfer shall be subject to the contractual clauses determined by the European Commission.

15.4 The Supplier shall indemnify the Company against all Losses incurred by it as a result of the Supplier’s breach of this Clause 15.

16. NO PARTNERSHIP

The Supplier and the Company are independent contractors with respect to each other and nothing in any Contract shall create an association, partnership, joint venture or agency relationship between them.

17. FORCE MAJEUR

17.1 Neither party shall be liable for delay in or for failure to perform its obligations if that delay or failure is caused by a Force Majeure Event provided that:

- (a) the affected party’s obligation to perform the relevant obligations under the Contract shall (during the continuation of the Force Majeure Event) be read and construed as an obligation to perform such obligations to the best level reasonably achievable in the circumstances;
- (b) an inability to obtain sub-contracted services shall not constitute a Force Majeure Event except where no substitute is available;
- (c) industrial action, strikes and lock-outs by employees of the Supplier shall not constitute a Force Majeure Event unless affecting the relevant industry on a national basis; and
- (d) if the Supplier is prevented from performing its obligations by a Force Majeure Event which continues for more than 30 days, the Company may at its option terminate the Contract. without liability

to the Supplier forthwith by giving written notice.

17.2 A Force Majeure Event shall not relieve the Supplier of its obligations under any business continuity or disaster recovery plan.

18. ASSIGNMENT AND SUB CONTRACTING

The Supplier shall not assign or subcontract or otherwise make over any of its rights without the prior written permission of the Company.

19. WAIVER

The failure or neglect of the Company to enforce at any time any of the provisions of any Contract formed pursuant hereto shall not be construed nor shall be deemed to be waiver of the Company’s rights under any Contract nor in any way shall such a failure or neglect affect the validity of the whole or any part of any Contract nor prejudice the Company’s right to take subsequent action.

20. SEVERANCE

If any provision in these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision, to the extent required, shall be deemed not to form part of these Terms, and the validity and enforceability of other provisions of these Terms shall not be affected.

21. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22. GOVERNING LAW

Each Contract shall be subject to English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

22. OTHER RIGHTS AND REMEDIES

Nothing in these Terms shall prejudice any condition or warranty, express or implied, or any right or remedy to which the Company is entitled in relation to the Goods, Deliverables and Services by virtue of statute, common law or other.

23. ENTIRE AGREEMENT

23.1 This agreement constitutes the whole agreement between the Parties and supersedes

any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

23.2 Each Party acknowledges that, in entering into this agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in the Contract.

23.3 Nothing in this Clause 23 operates to limit or exclude any liability for fraud.