1 Definitions

1.1 'Bribery Act' means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under section 7 of the Act.

1.2 'Buyer' means the party to whom the Goods or Services are to be sold or supplied.

1.3 'Contract' means the contract between PCI and the Seller for the sale and purchase of the Goods and/or the supply and performance of the Services in accordance with the Purchase Order and any Specification.

1.4 'Data Protection Laws' means the General Data Protection Regulation (EU) 2016/679 (GDPR) or any equivalent provision which may be in force from time to time relating to the processing of personal data and privacy laws as they apply to the applicable guidance and codes of practice issued by the Information Commissioner or any other Supervisory Authority.

1.5 'Equipment' means all plant, machinery, equipment, (including its inclusive installation and erection in England and Wales with its registered office at Capital Building, Tyndal Street, Cardiff, Wales CF10 4JX, United Kingdom.

1.6 'Goods' means the Morris Bros International Ltd or AndersonBreck Ltd or any Pharmaceutical Services Ltd as identified in the Order or any Specification.

1.7 'Goods specified in the Order' means the Goods required to be supplied by the Seller pursuant to the Contract.

1.8 'IPR' means the Intellectual Property Rights and incorporates the Seller's right in respect of: (a) the Goods; and (b) any technical information, drawings, copies and related information and all other matters which may be the property of the Seller or other than the Seller which are required to make or use such Goods or which may be required to make or produce or otherwise deal with the Goods.

1.9 'IPR' means the Intellectual Property Rights and incorporates the Seller's right in respect of Goods: (a) the Goods; and (b) any technical information, drawings, copies and related information and all other matters which may be the property of the Seller or other than the Seller which are required to make or use such Goods or which may be required to make or produce or otherwise deal with the Goods.

1.10 'Order' means the order placed by the Buyer on the Supplier for the Goods or Services.

1.11 'Other party' means the party (other than PCI) to whom the Goods or Services are to be sold or supplied.

1.12 'Party' means the Seller and PCI.

1.13 'PCI' means PCI's Purchase Order within 7 days of the date of the Purchase Order or if delivery is postponed at PCI's request as provided in clause 7 within the same period after the date of such notice by the Seller.

1.14 'Personal data' means the data of which the sensitive characteristics are such that, if disclosed, will enable an individual to be identified.

1.15 'Performance of the Services' means the performance of the Services in accordance with these conditions and incorporating the Purchase Order and any Specification.

1.16 'Purchase Order' means the order placed by PCI on the Supplier for the Goods or Services.

1.17 'Purchase Order within 7 days of the date of the Purchase Order or if delivery is postponed at PCI's request as provided in clause 7 within the same period after the date of such notice by the Seller.

1.18 'Service(s)' means the services (if any) described in the Order.

1.19 'Specifications' means the technical or other requirements (if any) for the Goods or the Services contained or referred to in the Order.

2 General

2.1 These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any acknowledgment of order, confirmation of order, acceptance of order or other document provided by the Seller or any person on behalf of the Seller or whether written or oral or implied by course of dealing or usage of trade and to all communications and transactions which occur in connection with the Contract.

2.2 Without prejudice to the Seller's liability under the foregoing clauses of this clause 5, the Seller shall maintain such insurance as PCI may require from time to time to cover loss or damage to the Seller's property or other property.

2.3 These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any acknowledgment of order, confirmation of order, acceptance of order or other document provided by the Seller or any person on behalf of the Seller or whether written or oral or implied by course of dealing or usage of trade and to all communications and transactions which occur in connection with the Contract.

2.4 These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any acknowledgment of order, confirmation of order, acceptance of order or other document provided by the Seller or any person on behalf of the Seller or whether written or oral or implied by course of dealing or usage of trade and to all communications and transactions which occur in connection with the Contract.

2.5 These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any acknowledgment of order, confirmation of order, acceptance of order or other document provided by the Seller or any person on behalf of the Seller or whether written or oral or implied by course of dealing or usage of trade and to all communications and transactions which occur in connection with the Contract.

2.6 These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any acknowledgment of order, confirmation of order, acceptance of order or other document provided by the Seller or any person on behalf of the Seller or whether written or oral or implied by course of dealing or usage of trade and to all communications and transactions which occur in connection with the Contract.

2.7 These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any acknowledgment of order, confirmation of order, acceptance of order or other document provided by the Seller or any person on behalf of the Seller or whether written or oral or implied by course of dealing or usage of trade and to all communications and transactions which occur in connection with the Contract.

3 Quality and performance

3.1 The Seller shall supply the Goods so to comply he may inform the Seller accordingly and the Seller shall promptly take any necessary action to remedy such non-conformity.

3.2 Where the Goods are designed, created or otherwise developed by the Seller for or relating to the Goods or the Services PCI shall have the right to use the Goods or Services and registered in England and Wales with its registered office at Capital Building, Tyndal Street, Cardiff, Wales CF10 4JX, United Kingdom.

3.3 The Goods shall be delivered and the Services performed by the Seller at the time of the delivery of the Goods as specified in the Order or any Specification where no delivery date is specified.

3.4 The Goods shall be delivered to PCI at the address given in the Order or any Specification where no delivery date is specified.

3.5 The Goods shall be delivered and the Services performed by the Seller at the time of the delivery of the Goods as specified in the Order or any Specification where no delivery date is specified.

3.6 The Goods shall be delivered and the Services performed by the Seller at the time of the delivery of the Goods as specified in the Order or any Specification where no delivery date is specified.

3.7 Any breach of the Contract by the Seller shall be deemed to be a material breach of the Contract.

3.8 Where it is necessary for PCI to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall at its storage facilities permit the Goods to be stored, safeguard them and take all reasonable steps to prevent their despatch and take such action as it may consider appropriate to ensure that PCI (including insurance of the Goods) so doing.

3.9 Where it is necessary for PCI to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall at its storage facilities permit the Goods to be stored, safeguard them and take all reasonable steps to prevent their despatch and take such action as it may consider appropriate to ensure that PCI (including insurance of the Goods) so doing.

3.10 Where it is necessary for PCI to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall at its storage facilities permit the Goods to be stored, safeguard them and take all reasonable steps to prevent their despatch and take such action as it may consider appropriate to ensure that PCI (including insurance of the Goods) so doing.

3.11 Where it is necessary for PCI to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall at its storage facilities permit the Goods to be stored, safeguard them and take all reasonable steps to prevent their despatch and take such action as it may consider appropriate to ensure that PCI (including insurance of the Goods) so doing.

3.12 The Seller shall have the right to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall at its storage facilities permit the Goods to be stored, safeguard them and take all reasonable steps to prevent their despatch and take such action as it may consider appropriate to ensure that PCI (including insurance of the Goods) so doing.

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3.14 Where it is necessary for PCI to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller shall at its storage facilities permit the Goods to be stored, safeguard them and take all reasonable steps to prevent their despatch and take such action as it may consider appropriate to ensure that PCI (including insurance of the Goods) so doing.

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or prosecution under the Modern Slavery Act 2015; (ii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015, (b) it shall comply with the Modern Slavery Act 2015 (c) it shall notify the other party immediately in writing if it becomes aware or has reason to believe that it, or any of its officers or employees have breached any of its obligations under this.

19 Data Protection

19.1 Each party agrees that, in the performance of its respective obligations under this Agreement it will comply and procure that any employee, agent and/or sub-processors (as applicable) of it shall comply with all applicable Data Protection Laws and it shall not by any act or omission cause the other party to be in breach of any requirements of the Data Protection Laws.

20 Force Majeure

20.1 PCI shall not be liable to the Seller or deemed to be in breach of the Contract by reason of any delay in performance or any failure to perform any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond its reasonable control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power or breakdown of plant or machinery. If the cause of such suspension shall continue for more than 6 months either party shall have the right to terminate the Contract upon giving not less than 7 days' prior written notice to the other and the only liability of PCI shall be to pay the Seller for Goods received and Services performed in accordance with the Contract prior to the date of such suspension.

21 Notices

21.1 Any notice to be served by either party hereunder shall be sent by pre-recorded delivery or registered post or by email with delivery receipt or by facsimile transmission to the other at the address stated in the Contract and shall be deemed to have been received by the other, if sent by pre-paid recorded delivery or registered post, one week after posting, or if sent by facsimile transmission, on the date sent provided that a printed report confirming transmission is received and a confirmatory copy of the notice is sent by pre-paid recorded delivery or registered post on the date of transmission.

3 Law of the Contract

3.1 The Contract shall in all respects be governed by and construed in accordance with the Laws of England and Wales and shall be deemed to have been made in England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.