

9.1 The Supplier shall not directly and/or indirectly use and/or disclose Confidential Information except in the proper performance of the Contract.
9.2 The obligations of confidentiality and non-use set out above shall continue indefinitely and shall survive termination of the Contract for any reason except they shall not apply to information:

Customer's written consent, the Supplier shall ensure that it imposes obligations on the sub-contractor in the subcontract at least equivalent to the Supplier's obligations under the Contract and shall procure that the Customer has the right to directly benefit and enforce such sub-contract.

19.9 The Supplier shall, at the request of the Customer, do all things and execute all further documents necessary to give full effect to the Contract.

19.10 The Supplier shall maintain such insurance policies in connection with the performance of the Contract as may be appropriate or as the Customer may require from time to time.

19.11 Termination of the Contract shall not affect any rights of the parties accrued up to the date of termination.

19.12 No condition shall survive expiry or termination of the Contract unless expressly and/or impliedly intended to survive such expiry or termination.

19.13 The rights, powers and remedies provided in the Contract are cumulative and not exclusive of any rights, powers and remedies provided by law.

19.14 Any notice or other document required to be given under the Contract or any communication between the parties with respect to any of the provisions of the Contract shall be in writing in English and be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice.

19.15 Any notice or other communication shall be deemed to be given to and received by the addressee:

19.15.1 at the time the same is left at the address of or handed to a representative of the party to be served if on a Working Day, and if not on the next Working Day;

19.15.2 by prepaid first-class post on the third Working Day following the date of posting; and/or

19.15.3 in the case of email on the next Working Day following successful transmission.

19.16 In proving the receipt of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication and/or email was properly addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

19.17 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales, provided that nothing in this condition shall prevent the Customer from taking any action in any foreign court where the Supplier is resident outside England and Wales.

20 PRODUCT SAFETY

20.1 Suppliers are responsible for adhering to the requirements of the contract / purchase order to fully mitigate any potential risk to product safety.