

Aster Group Limited (“Aster Group”) and Aster Companies
Standard terms and conditions for the purchase of goods, services and/or works (“the Terms”)

Dated 11.09.2017 Reference Aster Terms and Conditions

1. Introduction

- 1.1. The Parties to any Order are the Supplier and the Relevant Aster Company stated in the Order. If no Relevant Aster Company is stated, then the party is Aster Group.
- 1.2. These Terms together with any Special Terms apply to all Orders to the exclusion of any other terms. The Supplier’s terms and conditions of contracting are expressly excluded.
- 1.3. In these Terms a reference to:

“**Act**” - the Housing Grants, Construction and Regeneration Act 1996 as amended;

“**Agreement**” – the agreement concluded between the Relevant Aster Company and the Supplier for the supply of the Goods, Works and/or Services, comprising of these Terms, any Special Terms, the relevant Order and all specifications, plans, drawings and other documents which are incorporated into the agreement;

“**Applicable Law**” - all applicable laws of England and Wales or the European Union or in the country or countries of performance of the Agreement, including all legislation, statutory instruments, regulations, regulatory policies, guidelines and codes of practice and any other requirements of any relevant government or governmental or regulatory agency applicable to the provision of or receipt of the Deliverables, or the performance by or on behalf of the Relevant Aster Company and/or the Supplier of their obligations under the Agreement;

“**Aster Company**” - Aster Group and all of its subsidiaries and their subsidiaries, holding companies or companies or societies of which it is a subsidiary and all subsidiaries of its holding company or of companies or societies of which it is a subsidiary (in each case as defined in section 1159 of the Companies Act 2006 or section 15 of the Friendly and Industrial and Provident Societies Act 1968)

“**Commencement Date**” - the commencement date for the provision and supply of the Deliverables as set out in the Order;

“Deliverable” - any Goods, Works and/or Services supplied or to be supplied by the Supplier to the Relevant Aster Company pursuant to the Order and in accordance with the Agreement, including but not limited to all Goods, Works and/or Services identified in the Specification as set out in the Order;

“Deliverables Due Date” – the due date for the provision of the Deliverables as set out in the Order;

“Estimate” - has the meaning given in Clause 6.3 (Change Control);

“Goods” - any items to be supplied to the Relevant Aster Company by the Supplier under an Order as more particularly set out in the Order;

“Liability” - in relation to any matter, all damages, losses, liabilities, costs (including legal costs), charges, expenses, actions, proceedings, claims, penalties, fines and demands incurred or suffered by or brought or made against the relevant party (and Liabilities will be construed accordingly);

“Notice of Change” - has the meaning given to it in Clause 6.1 (Change Control);

“Order” - the purchase order or task form for the supply of Goods, Services and/or Works issued by the Relevant Aster Company to the Supplier;

“Policies” - those policies listed in these Terms at Clause 5 as may be amended and/or replaced from time to time;

“Relevant Aster Company” – the Aster Company as stated in the Order;

“Scheme” - the Scheme for Construction Contracts (England and Wales) Regulations 1998;

“Services” - any services to be supplied to the Relevant Aster Company by the Supplier under an Order, as more particularly set out in the Order;

“Specification” - the specification for the Deliverables as set out in the Order including the approved delivery plan (which shall set out the relevant milestone dates for performance of the Deliverables);

“Special Terms” - any additional terms which the Relevant Aster Company considers necessary in relation to the special character of the Goods, Works or Services ordered which are set out in any Order;

“Supplier” - the supplier of the Goods, Services and/or Works as stated in the Order;

“Supplier Notice of Change” - has the meaning given to it in Clause 6.9 (Change Control); and

“Works” - any works to be provided to the Relevant Aster Company by the Supplier under an Order as more particularly set out in the Order.

2. Supplier Obligations and Warranties

2.1. The Supplier warrants, represents and undertakes to the Relevant Aster Company that any Deliverables provided:

- a) will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by or on behalf of the Relevant Aster Company before the Commencement Date and during the life of the Agreement;
- b) will conform to the Specification and will be free from defects in design, material and workmanship; and
- c) will comply with all Applicable Laws.

2.2. The Supplier will at all times and to the extent that they are relevant to its obligations in the supply of the Deliverables fully comply with the Policies.

2.3. The Supplier will not introduce any viruses, worms or other malicious codes into any of Aster Companies' IT systems and will, without prejudice to the foregoing, ensure that it uses up-to-date virus protection measures in respect of the interfaces with the Aster Companies' and its own IT systems.

2.4. The Supplier will only obtain access to any of the Aster Companies' IT systems if expressly authorised in writing to do so and will at all times comply with the applicable Policies.

2.5. The Supplier will not transmit or permit the transmission of any unlawful, discriminatory, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material on, to, or through Aster Companies' IT systems.

2.6. The Supplier acknowledges and agrees that:

- a) The Relevant Aster Company is entering into the Agreement on the basis of the Order and that the Supplier has the necessary means and resources to meet the Specification as set out in the Order;
- b) it has been provided with sufficient information in order to provide the Deliverables and to comply with the terms of the Agreement; and
- c) if it considers that the Relevant Aster Company is not or may not be complying with any of the Relevant Aster Company's obligations under the Agreement, the Supplier will promptly notify the Relevant Aster Company of such non-compliance and the Supplier will only be entitled to rely on the Relevant Aster Company's default to release the Supplier from its obligations to carry out the terms of the Agreement to the extent that the Relevant Aster Company's default restricts or precludes provision of the Deliverables by the Supplier.

2.7. The Supplier will comply in all respects with its obligations under the Health & Safety at Work Act etc. 1974 and all other health and safety legislation which relates to the Deliverables. The Supplier will notify the Relevant Aster Company immediately upon the occurrence of any of the following:

- a) an enforcement notice is issued to the Supplier under any Applicable Law;
- b) the issuance of a summons and conclusion of any prosecution under any Applicable Law;
- c) an investigation by the police, health and safety executive or any local authority into any potential breach of an Applicable Law concerning work that the Supplier or its sub-contractors may be involved in (including but not limited to work undertaken for any Aster Company); and
- d) any incident reported or reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

2.8. The notification obligations of the Supplier set out in the Clause 2.7 will also apply in relation to any such event which occurs in relation to any sub-contractor of the Supplier.

2.9. If the Supplier breaches any of the warranties, and/or fails to provide the Deliverables by the Deliverables Due Date (other than by reason of the act or omission of the Relevant Aster Company), or otherwise fails to provide the Deliverables in accordance with the Agreement (or as otherwise required by the Relevant Aster Company in writing), the Relevant Aster Company may (in addition to any of its other rights or remedies):

- a) terminate or vary the whole (or any part) of an Order without incurring any further obligation to the Supplier;
- b) suspend the whole (or any part) of the Agreement or any Order without the Relevant Aster Company incurring any Liability until such time as the Supplier can, in the Relevant Aster Company's reasonable opinion, deliver the Deliverables in accordance with the Agreement and/or the Order;
- c) purchase substitute services elsewhere;
- d) deduct from any amounts payable to the Supplier any costs, expenses and losses incurred by any Aster Company as a reasonably foreseeable consequence of the failure to provide the Deliverables; and/or
- e) delay any payment due under the Agreement until the provision of the Deliverables has been completed.

3. Inspection and Rejection

- 3.1. The Relevant Aster Company will have the right to inspect and test the Deliverables prior to or within a reasonable time after their delivery at such times as the Relevant Aster Company may reasonably require.
- 3.2. If the Deliverables do not conform or, in the Relevant Aster Company's reasonable opinion, are unlikely to conform with the Specification and/or the Order the Relevant Aster Company will inform the Supplier and the Supplier, at the Supplier's expense, will immediately take such action as is necessary to ensure conformity of the Deliverables with the Specification and/or the Order (as applicable) to the reasonable satisfaction of the Relevant Aster Company.
- 3.3. Any work sheet or similar note provided by the Supplier after the provision of the Deliverables which is signed or stamped by or on behalf of the Relevant Aster Company is simply an acknowledgment that certain Deliverables have been provided and will not constitute an acceptance by the Relevant Aster Company that the Deliverables comply with the Agreement, the Order or the Specification. The Relevant Aster Company will not be considered to have agreed that the Deliverables comply with the Agreement until after it has had a reasonable time to check that the Deliverables have been properly provided.
- 3.4. Any omission by the Relevant Aster Company to undertake such inspection or testing or any failure by the Relevant Aster Company to make a complaint at the time of such inspection or testing and any approval given by the Relevant Aster Company during or after inspections or tests will not constitute a waiver by the Relevant Aster Company of any of the Relevant Aster Company's rights or remedies in respect of the Deliverables.

3.5. The Supplier will replace free of charge to the Relevant Aster Company any Goods or any part thereof forming the Deliverables found to be defective within a period of twenty four months (or other period stated in the Specification) after the date such Goods were delivered. Defective Goods will be returned at the Supplier's sole expense and risk.

3.6. Without prejudice to the Relevant Aster Company's rights and remedies, upon request from the Relevant Aster Company, the Supplier will re-supply the Deliverables or any part thereof which in the Relevant Aster Company's reasonable opinion fails to meet the Relevant Aster Company's quality standards.

4. Quality and Performance

4.1. All Goods supplied must:

- a) conform to the Specification;
- b) be of sound design, materials and workmanship;
- c) be free from defects and remain so for the period stated in the Order and if no period is stated for 12 months from their date of delivery;
- d) be fit for their purpose;
- e) be new (unless the Order states otherwise); and
- f) comply with all statutory and regulatory requirements relating to their manufacture, labelling, packaging, storage, handling and delivery.

4.2. The Supplier will indemnify the Relevant Aster Company in full against any costs, expenses, damages and losses (direct or indirect) that may be caused due to the discovery and correction of latent defects in the Goods.

4.3. All Services must be performed:

- a) by appropriately qualified and experienced staff;
- b) using reasonable care, skill and diligence;
- c) in a timely, efficient and professional manner; and
- d) to the reasonable satisfaction of the Relevant Aster Company.

4.4. All Works must:

- a) conform to the Specification;
- b) be of sound design;
- c) use new materials unless the use of re-usable or recycled materials is instructed by the Relevant Aster Company;
- d) be carried out in a good and workmanlike manner by appropriately qualified and experienced staff;
- e) be completed in a timely, efficient and professional manner and within the time stated in the Order;

- f) comply with all statutory and regulatory requirements and with generally recognised industry standards.

5. Aster policies

5.1. In providing the Goods, Services and/or Works, the Supplier and their personnel will comply with:

- a) all applicable laws (including health and safety, equality and diversity laws and the Data Protection Act 1998 (DPA)); and
- b) the Relevant Aster Company's contractor code of conduct;
- c) the Relevant Aster Company's Equality and Diversity Policy;
- d) the Relevant Aster Company's Statement relating to Bribery and Corruption;
- e) the Relevant Aster Company's Environmental Sustainability Policy; and
- f) any similar or updated policy supplied to the Supplier by the Relevant Aster Company.

5.2. Where the Relevant Aster Company does not have a policy or document the applicable policy or document shall be the policy or document of the Aster Group.

6. Change Control

6.1. The Relevant Aster Company has the right to request a change to the Deliverables in accordance with this Clause. If the Relevant Aster Company requires a change to any of the Deliverables it must serve on the Supplier a notice of change (the **Notice of Change**).

6.2. The Notice of Change will set out any alteration to the Deliverables and/or the Specification in sufficient detail to enable the Supplier to provide the Estimate referred to in Clause 6.3.

6.3. As soon as practicable after receipt of a Notice of Change the Supplier will deliver to the Relevant Aster Company the following information (the **Estimate**). The Estimate will include the Supplier's reasonable opinion in relation to:

- a) any impact on the provision of the Deliverables;
- b) any amendment required to the Order as a result of the proposed change;
- c) any adjustment to the fee payable by the Relevant Aster Company for the performance of the Agreement which would result from the change; and
- d) the Supplier's proposals for any testing or other procedures designed to satisfy the Relevant Aster Company that (if approved) the change has been carried out in accordance with the Estimate.

- 6.4. As soon as is practicable after the Relevant Aster Company receives the Estimate the parties will discuss and agree the issues set out in the Estimate. In such discussions the Relevant Aster Company may modify the Notice of Change in which case the Supplier will as soon as practicable after receipt of such modifications notify the Relevant Aster Company of any consequential changes to the Estimate.
- 6.5. As soon as practicable after the contents of the Estimate are finalised, the Relevant Aster Company will accept the Estimate (as modified), or withdraw the Notice of Change.
- 6.6. If the Relevant Aster Company does not accept the Estimate (as modified) within twenty one (21) days after the contents of the Estimate have been agreed or determined as set out above, the Notice of Change will be deemed to have been withdrawn.
- 6.7. If the Estimate has been accepted by the Relevant Aster Company, then the adjustment to the Agreement including sums payable in respect of each component which has changed, will be as set out in the Estimate or as otherwise agreed between the Relevant Aster Company and the Supplier.
- 6.8. The Relevant Aster Company and the Supplier will agree the terms of and the Relevant Aster Company will submit a supplemental Order setting out the agreed changes to the Agreement.
- 6.9. If the Supplier wishes to introduce a change to the Deliverables it must serve on the Relevant Aster Company a notice to the effect (Supplier Notice of Change). Any Supplier Notice of Change must:
- a) set out the proposed change in sufficient detail to enable the Relevant Aster Company to evaluate it in full;
 - b) specify the Supplier's reasons for proposing the change;
 - c) specify the implications of the change, in particular, as to cost and timescales for performance;
 - d) specify any amendment required to the Order as a result of the proposed change; and
 - e) specify any adjustment to the fee payable by the Relevant Aster Company for the performance of the Agreement which would result from the change.
- 6.10. As soon as is practicable after the Relevant Aster Company receives the Supplier Notice of Change the parties will discuss the issues set out therein. In such discussions both parties may modify the Supplier Notice of Change.
- 6.11. If the Relevant Aster Company does not accept the Supplier Notice of Change within twenty one (21) days after receipt then it will be deemed to have been withdrawn by the Supplier.

- 6.12. If the Supplier Notice of Change has been accepted by the Relevant Aster Company, then the adjustment to the Agreement including sums payable in respect of each component which has changed, will be as set out in the Supplier Notice of Change or as otherwise agreed between the Relevant Aster Company and the Supplier.
- 6.13. The Relevant Aster Company and the Supplier will agree the terms of and the Relevant Aster Company will submit a supplemental Order setting out the agreed changes to the Agreement. No changes to the Deliverables will be implemented (unless the Relevant Aster Company agrees otherwise) until the relevant provisions of this Clause have been followed.

7. Delivery

- 7.1. The Supplier must deliver the Goods and/or Services within 14 days of the Order unless the Order states otherwise. The Supplier must obtain a receipt for all Goods delivered from an authorised employee of the Relevant Aster Company.
- 7.2. If delivery of the Goods, or performance of the Services, is delayed due to any cause beyond the Supplier's reasonable control and the Supplier tells the Relevant Aster Company of this immediately, the Relevant Aster Company may either reschedule the time for delivery/performance or cancel the Order without any liability to the Supplier.
- 7.3. If delivery is delayed in any other circumstances the Supplier must reimburse the Relevant Aster Company for any additional costs the Relevant Aster Company incurs.
- 7.4. The Supplier must attach a copy of the Relevant Aster Company's original Order to all Orders, advice notes, invoices and packing notes. These must also contain:
- a) the Supplier's name and address;
 - b) the Relevant Aster Company's order number;
 - c) the date of despatch and the due delivery date;
 - d) a description of the Goods and/or Services; and
 - e) the address for delivery.
- 7.5. The Relevant Aster Company may reject all or any Goods that do not comply with the Order at any time within 1 (one) month from the date of delivery.
- 7.6. Risk and title in Goods will pass to the Relevant Aster Company on delivery of the Goods to the delivery address in the Order.
- 7.7. Whilst on any Aster Company's premises or any premises an Aster Company manages (including tenanted properties), the Supplier and all persons for whom the Supplier are responsible must comply with any Aster Company's rules relating to those premises. The Aster Company may refuse admission to the Supplier personnel or require such personnel to leave those premises at any time without giving any reason.

8. Intellectual Property

- 8.1. The Supplier grants the Relevant Aster Company an irrevocable, non-exclusive, royalty free licence to use all applicable intellectual property rights in connection with the use of the Goods, receipt of the Services, or design or construction of the Works. The Supplier assigns to the Relevant Aster Company all intellectual property rights in any Goods, Services and/or Works that are specifically produced for the Relevant Aster Company.
- 8.2. The Supplier will indemnify the Relevant Aster Company in full against all costs, expenses, damages and losses (whether direct or indirect) incurred in connection with any actual or alleged infringement of a third party's intellectual property rights in any Goods that are the subject of or any Services provided in connection with any Order.

9. Payment

- 9.1. Unless otherwise agreed, the Relevant Aster Company will pay the Supplier the price for the Goods or Services or Works which are not subject to the Act as stated in the Order plus VAT within 30 days from the date on which a valid and undisputed VAT invoice is received from the Supplier.
- 9.2. Where the Works are a construction contract as defined in the Act, the Relevant Aster Company will pay the Supplier the price for the Works as stated in the Order plus VAT in accordance with the Scheme.
- 9.3. The prices in the Order will apply (without variation) for the stated quantity of the Goods and/or through the period of provision of the Services and/or Works in the Order. These prices include all delivery costs.
- 9.4. The Relevant Aster Company may set off any sums owed by the Supplier against any sums payable to the Supplier in relation to the Order.

10. Liability and Insurance

- 10.1. Unless otherwise agreed, the Supplier will maintain the minimum insurances set out below throughout the guarantee period for Goods and/or throughout the period during which the Services and/or Works are provided (and in the case of professional indemnity insurance for 6 years after the last part of any Works and/or Services are carried out):
- a) If required by the Relevant Aster Company, Product Liability Insurance (for Goods) - £2 million;
 - b) If required by the Relevant Aster Company, Professional Indemnity Insurance (for Services and Works) - £2 million;
 - c) Public Liability Insurance (for Services and Works) - £2 million;

d) Employer's Liability Insurance (for Services and Works) – £5 million.

10.2. The Supplier will indemnify the Relevant Aster Company for any liability, loss, damage, injury, cost or expense sustained by the Relevant Aster Company to the extent that such liability, loss, damage, injury, cost or expense arises from a breach or negligent performance or failure or delay in performance of these Terms or any Special Terms by the Supplier.

10.3. The Supplier will indemnify the Relevant Aster Company for any claim made against it in respect of any liability, loss, damage, injury, cost or expense sustained by the Relevant Aster Company's employees, agents or customers or any third party to the extent that such liability, loss, damage, injury, cost or expense arises from fulfilling an Order as a consequence of a breach or negligent performance or failure or delay in performance of these Terms or any Special Terms by the Supplier.

11. CDM Regulations

11.1. For the purpose of any Works provided for pursuant to the Agreement any reference to the "CDM Regulations" shall be a reference to the **Construction (Design and Management) Regulations 2015**, together with the approved Code of Practice issued pursuant thereto or any amendment or replacement thereof (from time to time). Unless otherwise confirmed in writing by the Relevant Aster Company, the Supplier shall be the Principal Contractor and the Principal Designer for the purposes of the CDM Regulations. The Parties agree to comply with their respective duties as Client, Principal Contractor and Principal Designer under the CDM Regulations.

12. Data Protection

12.1. Where the Supplier is processing personal data (as defined in the DPA) the Supplier will have in place appropriate technical and contractual measures to ensure the security of the personal data and guard against:

- a) unauthorised or unlawful processing of the personal data; and
- b) accidental loss or destruction of, or damage to, the personal data.

12.2. The Supplier will:

- a) provide the Relevant Aster Company with such information as reasonably required to show that the Supplier is complying with the Supplier's obligations under the DPA;
- b) promptly notify the Relevant Aster Company of any breach of the security measures required to be put in place under these Terms; and

- c) not knowingly or negligently do or omit to do anything which places the Relevant Aster Company in breach its obligations under the DPA.

13. Confidentiality

13.1. The Parties shall keep confidential any information which is shared between them which is identified at the time of sharing as confidential. This clause shall not apply to information to the extent that:

- a) it was already in the lawful possession of the recipient and at its free disposal without any obligation of confidence before the disclosing party's first disclosure of it to the recipient;
- b) it is or has been lawfully disclosed to the recipient by a third party without any obligations of confidence;
- c) it is in or comes into the public domain other than through a breach of the Agreement; and/or
- d) it is or has been created independently by or for the recipient without use or knowledge of the confidential information.

13.2. The recipient is obliged to disclose it by law or to meet the order or requirements of any competent court of law, governmental or statutory regulatory authority, or stock exchange, to which the recipient is subject from time to time. Before making any such disclosure, the recipient shall, to the extent that it is not prevented from doing so by such law, order or requirement:

- a) first promptly notify the disclosing party in writing of the details of the ordered or required disclosure; and
- b) if so requested and so far as is reasonable, assist the disclosing party, at the disclosing party's cost, in seeking a protective order or other assurance with respect to maintaining the confidentiality of such confidential information.

14. Timeliness of Response to Request for Information

14.1. Whenever the Relevant Aster Company requires information from the Supplier or needs to consult with it in relation to the provision of the Deliverables, the Supplier will ensure that in supplying information, consulting or giving its consent it acts in a timely manner and in any event within three (3) working days.

15. Sub-Contracting

- 15.1. The Supplier will not sub-contract any of its obligations under the Agreement without the prior written consent of the Relevant Aster Company.
- 15.2. As a condition of any consent given under Clause 15.1 the Supplier will:
- a) ensure that the terms of the Agreement are replicated in such sub-contract such that the sub-contractor is under the same obligations to the Supplier as the Supplier is to the Relevant Aster Company under the Agreement;
 - b) comply in full with its obligations under such sub-contract;
 - c) procure that the sub-contractor complies in full with its obligations under such sub-contract; and
 - d) seek prior written approval from the Relevant Aster Company prior to changing such sub-contractor.
- 15.3. The Relevant Aster Company accepts no Liability to any sub-contractor appointed by the Supplier in respect of any failure by the Supplier to carry out or perform any of its obligations under the contract with the sub-contractor.
- 15.4. Where a quote is obtained from any sub-contractor in which (or in whose performance of services) the Supplier has a financial interest, the Supplier must disclose this interest and the Supplier will not use such sub-contractor where the Relevant Aster Company at its absolute discretion notifies the Supplier that it does not wish the Supplier to use such sub-contractor.
- 15.5. The Supplier will remain responsible for all the acts and omissions of its sub-contractors as fully as if they were acts and omissions of the Supplier or its employees or agents. The Supplier will remain the Relevant Aster Company's sole point of contact in relation to the Agreement.

16. General

- 16.1. No variation, and no additional terms and conditions to an Order, will be valid unless accepted in writing and signed by the Relevant Aster Company.
- 16.2. These Terms may be enforced by any of the Aster Companies.
- 16.3. Save to the extent specified in clause 15.2 these Terms do not confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 16.4. The Supplier will be responsible for all the actions of the Supplier's permitted subcontractors, suppliers, agents and/or advisors in connection with the Goods, Works and/or Services.
- 16.5. In performing the obligations under the Agreement, the Supplier shall and shall ensure that each of its subcontractors:

- a) comply with all applicable laws, statutes, regulations in force from time to time including but not limited to the Modern Slavery Act 2015 and
- b) take reasonable steps to ensure that there is no modern slavery or human trafficking in the Suppliers or subcontractors supply chains or any part of their business.

17. Termination

17.1. The Relevant Aster Company may terminate an Order by giving the Supplier at least 5 days written notice.

17.2. On termination of an Order for any reason the Relevant Aster Company shall not be liable to the Supplier for any loss of profits, loss of contracts or other costs, losses and/or expenses incurred by the Supplier a result of or in connection with such termination.

17.3. The Relevant Aster Company may terminate an Order with immediate effect by giving the Supplier written notice if:

- a) the Supplier commits a material breach of the Terms which is not remedied to the satisfaction of the Relevant Aster Company within 5 days of written notice from the Relevant Aster Company notifying the Supplier of the breach and stating that if it is not remedied the Order will be terminated;
- b) the Supplier or anyone for whom the Supplier is responsible has acted fraudulently or made a fraudulent misrepresentation in connection with the Goods, Works and/or Services;
- c) the Supplier or anyone for whom the Supplier is responsible has offered or agreed to give any person working for or engaged by any Aster Company any gift or consideration, in relation to the Order, or any other Order or contract between the Supplier and any Aster Company;
- d) the Supplier has been the subject of any insolvency related procedure including having:
 - i. had an administrator, receiver, receiver and manager or administrative receiver appointed, or having notified or been notified of an intention, or taken any steps to appoint, any of them;
 - ii. suspended the payment of debts or commenced negotiations with the Supplier's creditors to reschedule the Supplier's debts;
 - iii. had a winding up petition presented against the Supplier; and/or
 - iv. suffered any equivalent insolvency related procedure.

18. Notices

- 18.1. All notices or other communications in connection with the Agreement must be in writing and shall be validly served if:
- a) delivered to the other party personally; or
 - b) sent by prepaid first-class post or recorded delivery to:
 - i. its registered office (if a company); or
 - ii. (in any other case) its principal place of business.

19. Jurisdiction and Governing Law

- 19.1. Either the Supplier or the Relevant Aster Company may, in relation to any Works to which the Act applies, refer any dispute to adjudication in accordance with the Royal Institution of Chartered Surveyors' adjudication rules current at the date of the referral.
- 19.2. The Agreement shall be governed by English law and the parties shall submit to the exclusive jurisdiction of the English courts.