

1.0 Interpretation

The following definitions and rules of Interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions are amended from time to time in accordance with clause 18.7.

Contract: the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Customer: Process Installations & Maintenance Services Ltd registered in England and Wales with company number 05951416 whose registered address is Waterworks Lane, Glinton, Peterborough, PE6 7LP.

Customer Materials: has the meaning set out in clause 5.3(j).

Deliverables: 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, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms or

protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the Customer's business policies and codes referred to in the contract or issued and agreed thereafter.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the customer's purchase order form or in the customer's written acceptance of the supplier's quotation, as the case may be.

Services: the services, including any deliverables, to be provided by the Supplier under the contract as set out in the service specification.

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.

Supplier: the person or firm from whom the customer purchases the goods and/or services.

1.2 Interpretation

- (a) A **Person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- (b) A Reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes fax and email.

2.0 Basis of Contract

2.1 The Order constitutes an offer by the customer to purchase goods and/or services from the supplier in accordance with these conditions.

2.2 The order shall be deemed to be accepted on the earlier of:

- (a) the supplier issuing written acceptance of the order; or

(b) any act by the supplier consistent with fulfilling the order, at which point and on which date the contract shall come into existence (**Commencement Date**).

2.3 These conditions apply to the contract to the exclusion of any other terms that the supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 All of these conditions shall apply to the supply of both goods and services except where the application to one or the other is specified.

3.0 Supply of Goods

3.1 The supplier shall ensure that the goods shall:

- (a) Correspond with their description and any applicable goods specification;
- (b) Be of satisfactory quality (within the meaning of the sale of goods act 1979) and fit for any purpose held out by the supplier or made known to the supplier by the customer, expressly or by implication, and in this respect the customer relies on the supplier's skill and judgement;
- (c) Where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after the later of delivery or completion of installation by the supplier if relevant; and
- (d) Comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4.0 Delivery and installation of goods

4.1 The Supplier shall ensure that the Goods (if any) are properly packed and secured in such manner as to enable them to reach their destination in good condition.

4.2 The Supplier shall deliver and where applicable install the Goods:

- (a) on the date specified in the Order or, if no such date is specified, then within 30 days of the date of the Order;
- (b) to the Customer's premises at Waterworks Lane, Glington, Peterborough, PE6 7LP or such other location as is set out in the Order or as instructed by the Customer before delivery (**Delivery Location**); and
- (c) during the Customer's normal hours of business on a Business Day, or as instructed by the Customer.

4.3 The Supplier shall meet any dates for delivery or completion of installation of Goods specified in the Order and time is of the essence in relation to any of those dates unless otherwise specified in the Order

4.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. Title to the Goods shall pass to the Customer on completion of delivery.

4.5 Where the Supplier is responsible for installation of the Goods risk in the Goods shall pass on completion of installation and acceptance by the Customer. Where the Supplier is not responsible for installation risk shall pass on completion of delivery.

5.0 Supply of Services

5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services (if any) to the Customer in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order and time is of the essence in relation to any of those performance dates unless otherwise specified in the Order.

5.3 In providing the services, the supplier shall;

- (a) co-operate with the customer in all matters relating to the services, and comply with all instructions of the customer;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (j) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
- (k) not do or omit to do anything which may cause the Customer 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 Customer may rely or act on the Services.

6.0 Customer remedies

6.1 If the Supplier fails to deliver / install the Goods and/or perform the Services by the applicable date, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered / installed Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (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;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising

from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6.4 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

7.0 Customer's obligations

The Customer shall provide such necessary information for the provision of the Services / undertaking the installation of Goods as the Supplier may reasonably request.

8.0 Charges and payment

8.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

8.2 The charges for the Services / undertaking of installation shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 Unless Milestone payments have been specified in the Order:

- (a) in respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery / installation; and
- (b) in respect of Services, the Supplier shall invoice the Customer on completion of the Services.

Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days following the end of the month in which the invoice was dated to a bank account nominated in writing by the Supplier. If applicable, the Customer shall retain 5% of the invoiced amount until the earlier of: (i) 12 months following the end of the month in which the invoice was dated; or (ii) until the Customer has tested and approved the services.

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 0 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

8.8 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9.0 Intellectual property rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.

9.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and

irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.

9.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

9.4 All Customer Materials are the exclusive property of the Customer.

10.0 Indemnity

10.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

- (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);
- (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

10.2 This clause 10.0 shall survive termination of the Contract

11.0 Insurance

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company the insurances specified in the Order to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the

receipt for the current year's premium in respect of each insurance.

12.0 Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 0.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 12.0; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13.0 Termination

13.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract:

- (a) with immediate effect by giving written notice to the Supplier if:
 - I. there is a change of control of the Supplier; or
 - II. the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - III. the Supplier commits a breach of clause 5.3(h),
- (b) for convenience by giving the Supplier 1 months' written notice.

13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract

with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

14.0 Consequences of termination

14.1 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may 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 Contract.

14.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15.0 Construction Contracts

15.1 Where the Contract is a "construction contract" as defined in the Construction Act 1996 or any amendments thereto or where so specified in the Order the over-riding supplemental clauses included in Schedule 1 shall apply to the Contract.

16.0 Status

16.1 The relationship of the Supplier to the Customer will be that of independent contractor and nothing in the Contract shall render it an employee, worker, agent or partner of the Customer and the Supplier shall not hold itself out as such.

16.2 The Contract does not constitute a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify the Customer for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Supplier shall further indemnify the Customer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Customer's negligence or wilful default;
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier against the Customer arising out of or in connection with the provision of the Services.

16.3 The Customer may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

17.0 Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate the Contract by giving written notice to the affected party.

18.0 General

18.1 Assignment and other dealings.

- (a) The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other

manner with all or any of its rights and obligations under the Contract.

- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.

18.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Order.
- (b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.2(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 18.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 0 shall not affect the validity and enforceability of the rest of the Contract.

18.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further

exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.6 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

18.8 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 Supplemental provisions that apply only in relation to contracts relating to construction operations within the UK

1. CDM Regulations

Where indicated in the Contract the Supplier shall act as (and carry out all duties of) a contractor or a designer under the Construction (Design and Management) Regulations 2015 or any amendments thereto and the Supplier hereby warrants that it has the necessary competence and will allow in its price and the programme sufficient resources to comply with its obligations under the CDM Regulations and that it will apply such resources to comply with its obligations under the Contract.

2. Adjudication

Where pursuant to the Construction Act 1996 or any amendments thereto the Contract is subject to a mandatory right to refer to adjudication either party may at any time refer any dispute or difference arising

between the parties under the contract to adjudication. The appointment of the adjudicator shall be made by the Institute of Mechanical Engineers and the Technology and Construction Solicitors Association Adjudication Rules (TeCSA Adjudication Rules) current at the date of the notice of adjudication shall apply to any adjudication and are hereby incorporated into the contract.

3. Construction Industry Scheme

Notwithstanding the provisions of clause 8.0, where the Contract is subject to the Income Tax (Construction Industry Scheme), Regulations 2005, or any amendments thereto, Supplier shall provide Customer with its unique taxpayer reference (**UTR**) if any prior to commencing work. In compliance with HMRC instructions Customer will make payments gross, or net with a deduction rate of 20% or net with a deduction at the emergency rate of 30%. Supplier will indemnify Customer for any loss incurred as a result of incorrect information supplied by Supplier regarding its UTR or its employment status.

4. Milestone Payments

Notwithstanding the provisions of clause 8.0, the following payment terms shall apply: Following the completion of a payment milestone (a **Milestone**) by Supplier, the Supplier may submit a payment request to Customer showing in detail the amounts to which Supplier considers himself to be due in respect of the achievement of that Milestone, together with the relevant deliverables evidencing achievement of that Milestone (a **Payment Request**).

Payment of an amount in respect of the achievement of a Milestone shall be due on the date the Payment Request is submitted to Customer (the **Payment Due Date**).

No later than 5 days after the Payment Due Date Customer shall submit to Supplier a notice (the **Payment Notice**) specifying either (i) that Customer agrees with the relevant Payment Request; or (ii) any items in the relevant Payment Request, with which Customer disagrees, with supporting particulars.

In either case Customer shall state in the notice the sum that Customer considers to be due at the Payment Due Date and the basis on which that sum is calculated. Customer shall, subject to any Pay Less Notice, pay the sum specified in the Payment Notice or, if no Payment Notice is issued by Customer the amount stated in the relevant Payment Request (in either case the **Notified Sum**), within thirty (30) days of the Payment Due Date of the amount due in respect of the achievement of the Milestone (the **Final Date for Payment**).

If Customer intends to pay less than the Notified Sum Customer shall, not later than 3 days before the Final Date for Payment, give Supplier notice of that intention specifying the sum which Customer considers to be due to Supplier at the date the notice is given and the basis on which that sum is calculated (a **Pay Less Notice**). Where a Pay Less Notice is given, the payment to be made on or before the Final Date for Payment shall not be less than the amount stated in the Pay Less Notice.