

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and Conditions:

Affiliate	means another entity directly or indirectly controlled by the Buyer or the Supplier, under the same direct or indirect ownership or control as such party or directly or indirectly controlling such party;
Buyer	means Radius Systems Limited (registered number 1585669) (including its Affiliates) with its registered address at Radius House, Berristow Lane, South Normanton, Alfreton, Derbyshire, United Kingdom, DE55 2JJ;
Conditions	means the terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and Conditions agreed in Writing between the Buyer and the Seller;
Contract	means acceptance or execution of an Order by Supplier;
Control	means the power to control the affairs of the relevant corporate entity;
Goods	means the goods, products, materials and/or works and, if relevant, any Services (including any instalment or any part of them) described in the Order;
Incoterms	means the international rules for the interpretation of trade terms of the International Chamber of Commerce sales dated 2010;
Materials	means any tools, materials, drawings, specifications or other equipment or data owned by the Buyer;
Order	means the Buyer's purchase order signed by its authorised representatives;
Services	means the services (if any) described in the Order;
Supplier	means the provider of goods or services as specified in the Supply Agreement or Purchase Order;
Third Party Rights	means any rights belonging to a third party including, without limitation, patents, utility models, copyrights, registered designs, unregistered design rights, applications for registration of any of these and the right to apply for any of these in any part of the world, rights in know-how and other confidential information;
Working Day	means a day when the banks are ordinarily open for business in the City of London;
Writing	includes facsimile transmission (but not email) and other comparable means of communication.

1.2 The Conditions shall be applied to all deliveries of Goods and/or performance of Services to Buyer.

1.3 Acceptance or execution of an Order by Supplier constitutes a Contract.

1.4 The Contract is concluded exclusively on the terms and Conditions stated in the Order and these Conditions, except where there exists a specific Supply Agreement between the Buyer and the Seller.

1.5 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller and signed by both parties.

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

- 1.6 It is an express term of any Contract that any and all terms and Conditions of Supplier are expressly excluded, wherever referred to by Supplier.
- 1.7 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.8 Any reference to any English legal concept or term shall, where relevant, be deemed to apply to the nearest analogous concept or term in any other jurisdiction.

2 PRICE AND PAYMENT

- 2.1 The price for the Goods and/or Services shall be the price in the Order, as applicable. The price shall be fixed for the duration of the Contract and be an all-inclusive price; including all packaging, insurance, delivery and all taxes, other than value added tax (or any other sales tax).
- 2.2 The payment term for undisputed amounts is sixty (60) days from the later of (a) the end of the month in which delivery in full of the Goods in conformity with the Contract was made, or (b) the end of the month of receipt of an undisputed invoice by the Buyer. For clarity, payment will be made at the start of the following month.
- 2.3 Invoices should be sent to the address per the Purchase Order. All invoices should reference the Buyer's Purchase Order Number and the Supplier Delivery Note number along with a description of the goods and the quantity delivered and price. Where the invoice does not match the Purchase Order the Buyer will inform the Supplier and place the invoice in dispute.
- 2.4 Unless otherwise agreed, undisputed invoices shall become payable only after the whole delivery has taken place.
- 2.5 If the delivery is not in conformity with the Contract, the Buyer is entitled to postpone payment until the Supplier has provided full remedy or the matter is otherwise finally settled.
- 2.6 The Buyer may set off against the price any sums owed to the Buyer by the Supplier under any other contract or arrangement, and may deduct from the price any sums required to be deducted by law.
- 2.7 Payment shall not constitute any admission by the Buyer as to the performance of the Supplier of its obligations under the contract.

3 CHANGE OR CANCELLATION OF THE ORDER

- 3.1 By providing to the Supplier a written notice no later than seven (7) days before delivery, the Buyer may at any time change or cancel the Order. If the change would result in a material change in price or delivery date, Supplier will notify Buyer in Writing without delay, calculating the new price and delivery date maintaining the same level of cost and profitability as the original price; such changes must be accepted in Writing by Buyer. The changed Order is subject to these Conditions.
- 3.2 On any cancellation by Buyer, Buyer will, upon receipt of a fully detailed claim by the Supplier, pay the Supplier's direct costs which in the Buyer's reasonable opinion were a reasonably foreseeable consequence of the cancellation. If the Buyer has not received from the Supplier an invoice within twenty-eight (28) days of the date of Buyer's notice of cancellation, the Buyer shall have no further liability to the Supplier in respect of that Order.
- 3.3 Where the Buyer has issued a "Blanket Order" for the sake of administrative convenience, such a "Blanket Order" will be deemed to be an estimate of orders only and the Buyer may cancel any part of these instructions without any obligation or liability to the Supplier whatsoever.

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

4 WARRANTY

- 4.1 The Supplier warrants that the Goods shall comply with all applicable laws, any description, samples, drawings, plans and specifications referred to in the Contract and shall be free from defects in design, materials and workmanship, and the Goods shall be of satisfactory quality and fit and functioning for their particular purpose for the period in the Order or if none for the longer of the manufacturer's warranty (if not Supplier) or 3 years from delivery.
- 4.2 The Supplier warrants that:
- 4.2.1 the Services will be performed by appropriately qualified and trained personnel;
 - 4.2.2 it shall perform the Services in accordance with the specification and the time periods specified in the Order using such skill and care as are to be expected from an experienced service provider of the size, type, scope and complexity of the Services ; and
 - 4.2.3 it shall supply the Services in accordance with all applicable laws.
- 4.3 The Supplier warrants that the Goods and/or Services nor the Buyer's use of them will infringe any Third Party Rights.
- 4.4 Where there is any breach of the Supplier's warranty in this Condition 4 or if any obligation, warranty or requirement imposed by, given or stated in this Contract in respect of the Goods is not complied with or the Goods delivered are damaged, the Buyer shall be entitled at its sole discretion at any time after delivery of the Goods and without prejudice to any other right or remedy in respect of the matters to:
- 4.4.1 reject the relevant Goods and raise a debit note against the Supplier's invoice for them; and/or
 - 4.4.2 require the Supplier to repair/replace Goods/re-perform Services forthwith without charge, to comply with the Contract and to delay payment until the requirements of this Contract are fulfilled entirely; or
 - 4.4.3 treat this Contract as discharged by the Supplier's breach and require the repayment of any part of the price paid whether or not the Buyer has previously required the Supplier to repair the Goods or to supply any replacement Goods; or
 - 4.4.4 purchase the nearest equivalent goods and/or services elsewhere at the Supplier's sole cost and expense. Upon request, the Supplier shall promptly return any payments made for the defective Goods and/or Services under the Contract without any retention or offset whatsoever.
- 4.5 If the Buyer exercises any right conferred by this Condition 4, the Buyer may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier and raise a debit note against the Supplier's invoice for the carriage costs and any other costs incurred in connection with the rejection of and return of the Goods.
- 4.6 Prior to making any change in the properties, composition, construction, colour, processing or labelling of the Goods originally approved under the Specification and whether or not such changes affect the ability of the Goods to meet the Specification, the Supplier shall notify the Company's central purchasing team at least 6 months prior to any such change to obtain approval for the proposed change.

5 DELIVERY

- 5.1 The Supplier will deliver the Goods to the point of delivery and/or perform the Services at the location specified on the Purchase Order, at the Supplier's risk and on the date for delivery or performance as also set out on the Purchase Order. Delivery or performance will only be accepted by the Buyer during normal working hours, and if no date is specified on the Purchase Order then delivery or performance shall take place within 28 days of the date of the Purchase Order.

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

- 5.2 Should the requested delivery date be shorter than agreed lead-times or for any other reason the supplier be unable to meet the requested delivery date, the Supplier will notify the Buyer at its earliest opportunity and seek to agree a new date for delivery with the Buyer.
- 5.3 The Buyer reserves the right to refuse payment for Goods or Services that are delivered or performed after the date on which they should have been performed (unless previously approved by the Buyer in writing). Time is of the essence.
- 5.4 Term of delivery (Incoterms) is DDP Buyer's location. Unless agreed as an Express Term
- 5.5 The Supplier shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods or performance of the Services.
- 5.6 If there is delay the Buyer may, at its option (and at any point in the delivery schedule) elect that:
- 5.6.1 the Supplier shall pay liquidated damages of two (2) per cent of the value of the Order for each week of delay and/or part thereof, up to a maximum of twenty (20) per cent of the price and this sum will be deducted from Supplier's invoice; or
- 5.6.2 terminate the Contract, in whole or in part and where the Buyer has purchased from another party, the Supplier shall pay any additional costs incurred by the Buyer including any difference in price.
- 5.7 The Buyer reserves the right to return to the Supplier at the Supplier's expense any Goods delivered in advance of the contracted delivery date, such Goods shall remain at the Supplier's risk at all times.
- 5.8 If the Goods delivered to the Buyer are in excess of the quantities ordered by the Buyer, the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.

6 QUALITY CONTROL

- 6.1 The Supplier agrees to maintain authenticated inspection, quality system and test results (appropriate for the Goods) for a period of ten (10) years after the expiration of the Contract.
- 6.2 Upon request, the Supplier shall identify in Writing the country of origin of the Goods.
- 6.3 Subject to the Buyer's prior request in Writing, the Supplier shall permit Buyer or Buyer's representatives to enter the Supplier's, and its sub-supplier's, premises to ensure compliance with the Contract.

7 PACKAGING & CARRIAGE

- 7.1 All Goods must be properly packaged to survive transit, and to resist pilferage, distortion, corrosion or contamination.
- 7.2 All Goods shall be clearly and legibly labelled and addressed.
- 7.4 All shipments must be accompanied by a packing advice note stating the Purchase Order/Contract number and listing in full the contents.
- 7.5 The Buyer seeks to reduce its environmental impact to the minimum. Therefore, all packaging on Goods supplied MUST comply with The Packaging (Essential Requirements) Regulations 1998.
- 7.6 The Supplier must ensure that:-
- (i) Packaging is limited to the minimum amount of material required to maintain the necessary level of safety and hygiene and be designed, produced and commercialised in such a way as to permit its recovery through material recycling, incineration and energy recovery, composting or biodegradation;

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

(ii) Noxious or hazardous substances in packaging is minimised in emissions, ash or leachate from waste management operations. In addition, the total concentration of specified heavy metals (lead, mercury, cadmium and hexavalent chromium) must not exceed 250 parts per million.

7.7 The Supplier must ensure that all packaging complies with the relevant legislation or regulations.

7.8 To ensure the Buyer's compliance with the Producer Responsibility (Packaging Waste) Regulation 1997, the Buyer requires packing weight data (by waste type) from the Supplier for all packaging supplied, that may be passed onto its customer. The provision of this information is required for all Goods supplied to the Buyer.

8 RISK AND PROPERTY

8.1 Without prejudice to any right of rejection the Buyer may have under this Contract or at law, title and risk to the Goods shall pass on delivery; provided that if Buyer pays prior to delivery title shall pass on payment and risk on delivery.

8.2 Any goods which are waiting repair/replacement shall be at the Supplier's risk from time of receipt of notice rejecting such Goods.

9 MANUFACTURING MATERIALS AND TOOLS

9.1 Any tools, patterns, dies, moulds, jigs, fixtures, drawings, or any other forms of intellectual property rights in all drawings, specifications, data and artwork furnished to the Supplier by the Buyer, or fully or partially paid for by the Buyer shall be the property of the Buyer and subject to removal by the Buyer upon completion of this Contract, and shall be used only in fulfilling the Contract and held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Buyer and shall not be disposed of other than in accordance with the Buyer's written instructions.

9.2 The Supplier shall ensure that the Materials are fit for their intended purpose.

9.3 Upon completion or termination of the Contract, the Supplier shall return to the Buyer on demand all such tooling, data, designs, drawings, specifications and other material or information, including artwork and any copies thereof made by the Supplier.

10 INDEMNITY

10.1 Supplier shall defend, indemnify and hold Buyer harmless from and against all claims, liability, damages (including indirect, consequential, special, punitive and exemplary damages), loss (including loss of profits), costs and expense (including legal expenses) claimed from, incurred by or paid by or made, brought or awarded against Buyer or its Affiliates as a result of, or in connection with, (I) the manufacture or sale of the Goods, (II) breach of warranty or Contract (III) tort, including negligence, or wilful misconduct, (IV) product liability (including liability arising out of personal injury or death or any damage to property caused by the Goods), (V) environmental liability, and (VI) infringement of any Third Party Right.

10.2 Supplier shall at its expense maintain liability insurance at a level sufficient to satisfy any claim or liability arising out of manufacture, sale or delivery of the Goods or arising from performance of this Contract.

11 TERMINATION

11.1 The Buyer may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

11.1.1 The Supplier breaches any material term of this Contract or fails to remedy a breach of any term of this Contract within 14 days;

11.1.2 The Supplier becomes insolvent or bankrupt or goes into liquidation, receivership or administration or is wound up or enters into a composition or arrangement with its creditors or

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

ceases or threatens to cease to carry on business or takes or suffers any similar or analogous action in any jurisdiction; or

11.1.3 The Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

12 CONFIDENTIALITY

12.1 Each party to the Contract shall keep strictly confidential all information concerning the business and affairs of the other obtained from the other either pursuant to the Contract or in contemplation of it, shall use the same exclusively for the purposes of the Contract, and shall disclose the same only to those of its directors, shareholders and employees to whom and to the extent that such disclosure is reasonably necessary, for the purposes of the Contract (or, in respect of the Buyer, is required for disclosure for its business purposes including discussions with a bona fide purchaser).

12.2 The obligations of Condition 12.1 above shall survive expiry or termination of the Contract but shall not apply to any information which:

12.2.1 the recipient can demonstrate was already in its possession and at its free disposal prior to receipt;

12.2.2 is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party;

12.2.3 enters the public domain through no act or default of the recipient, its agents or employees; or

12.2.4 is required by law to be disclosed.

12.3 The Supplier agrees not to make any use of goods, tooling, data, designs, or any other forms of intellectual property rights in all drawings, specifications, artwork and other information furnished by the Buyer or created hereunder, except for the performance of the Contract and in accordance with the Buyer's instructions.

12.4 The Supplier agrees not to disclose such data, designs, drawings, specifications, artwork or other information to any third-party other than as necessary for the purposes of enabling it to perform its obligations under the Contract.

12.5 This Contract is confidential between the Buyer and the Supplier, and it is agreed by the Supplier that none of the details connected herewith or the relationship between the parties shall be published or disclosed to any third party without the Buyer's written permission.

13 DATA PROTECTION

13.1 For the purposes of this clause 13, "personal data" shall have the meaning given in the Data Protection Act 2018.

13.2 Each of the Buyer and the Supplier (both for itself and each relevant member of their respective group companies) warrants that it has complied, and shall continue to comply, with the requirements of the Data Protection Act 2018 and all other data protection legislation in any jurisdiction relevant to the exercise of its rights or the performance of its obligations under this Agreement.

13.3 The Supplier shall:

13.3.1 only act on instructions from the Buyer regarding the processing of personal data pursuant to this Agreement and shall ensure that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the Buyer's personal data;

13.3.2 from time to time comply with any reasonable request made by the Buyer to ensure compliance with the measures mentioned in clause 13.3.1;

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

13.3.3 take the measures mentioned in clauses 13.3.1 and 13.3.2, having regard to the state of technological development and the cost of implementing the measures, so as to ensure a level of security appropriate to:

(a) the harm that may result from breach of such measures; and

(b) the nature of personal data to be protected;

13.3.4 take all necessary steps to ensure reliability of any employees, consultants, agents and contractors of the Supplier who have access to personal data provided by the Buyer pursuant to this Agreement; and

13.3.5 not transfer any personal data provided by the Buyer under this Agreement outside the countries of the European Economic Area, without and only to the extent of any express written consent of the relevant data subject and the Buyer which may be refused at the Buyer's sole discretion.

13.4 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Buyer against all costs, claims, damages or expenses incurred by the Buyer or for which the Buyer may become liable due to any failure of the Supplier or its employees, agents, consultants or sub-contractors to comply with the Suppliers obligations under this clause 13. Data Protection

14 HEALTH AND SAFETY AT WORK

14.1 The Supplier shall provide the Buyer with all necessary instructions and manuals and take all other precautions necessary to ensure the safe usage of the Goods, together with compliance with any relevant safety regulations.

15 FORCE MAJEURE

15.1 In the Contract "force majeure" shall mean any cause preventing either party from performing any or all of its reasonable obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation strikes, lock-outs, or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

15.2 If either party is prevented or delayed in its performance of any of its obligations under the Contract or any Purchase Order by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and shall subject to service of such notice and to Clauses 15.3 and 15.4 below shall have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

15.3 If either party is prevented from performance of its obligations for a continuous period, which exceeds agreed delivery lead times by a period of one month, either party may terminate any Purchase Order or the Contract forthwith on service of a written notice upon the party so prevented. If the Buyer serves such notice as a result of a force majeure event claimed by the Supplier, the Buyer shall be entitled to exercise its right of set-off under Clause 2.5 against monies owed to the Supplier in respect of additional costs it may reasonably have incurred since the Supplier's notice under Clause 15.2, such costs having been incurred by the Buyer to ensure the Buyer honoured its obligations to its customers. These costs, without limitation, include the additional costs and charges of sourcing the Goods from a third party. To the extent set-off does not fully reimburse the Buyer in respect of such extra costs the Supplier shall indemnify and keep indemnified the Buyer in respect of the same.

15.4 The party claiming to be prevented or delayed in the performance of any of its obligations under the Contract or any Purchase Order by reason of force majeure shall take all steps as are necessary to bring the force majeure event to a close or to find a solution by which the Contract or any Purchase Order may be performed despite the continuance of the force majeure event.

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

16 REACH REGULATIONS

Caring for the environment and respecting health and safety in the work environment are core values of the Buyer.

16.1 The Supplier undertakes to meet all applicable laws & regulations regarding chemicals sold to customers, regardless of whether these substances are supplied to be used on their own, in preparations (also called mixtures), in articles or in their packaging.

16.2 The Supplier especially undertakes to comply with the European REACH Regulation n° 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemical substances. It also undertakes to comply with the European Regulation (CE) N° 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation).

16.3 Therefore, in accordance with the European REACH Regulation, if the substances provided within the framework of the present contract must be registered with the European Chemicals Agency, the Supplier especially guarantees to the Buyer that the substances have been pre-registered and/or have been or will be registered within the deadlines set by the European REACH Regulation, by the Supplier itself or, if the Supplier is established outside Europe, by one of its affiliates established in Europe or by an Only Representative. The aforementioned registration must cover the uses of these substances, which have been notified by the Buyer to the Supplier. The Supplier undertakes to communicate the registration numbers of registered substances.

16.4 In the event that the substances supplied to the Buyer are subject to authorisation or restriction, the Supplier undertakes:

- with regard to substances subject to authorisation, to supply only those substances duly authorized for the uses the Buyer intends to make of these substances,
- with regard to substances subject to restriction, to supply only those substances which comply with the restriction measures imposed by European REACH Regulation,
- to immediately notify the Buyer about any intended change in the regulation applicable to these substances (especially in the case of a ban on their uses) and about any possibility of substitution for such substances.

16.5 The substances, whether supplied to be used on their own, or included in preparations (or mixtures), or articles will have to be delivered:

- in packaging compliant with standards applicable to the labelling and packaging of chemicals, such as those set out by the European Regulation (CE) N° 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation),
- accompanied by any necessary information enabling the Buyer to use them totally safely. Whenever required by the regulations in force, the Supplier undertakes to provide the Buyer with the corresponding safety data sheets (SDSs) written in the language of the country of delivery. The SDSs should comply with the applicable regulations, European regulations as well as national regulations, and especially include the exposure scenarios for the uses made by the Buyer of the supplied substances when required. The Supplier will have to update the SDSs on a regular basis and will have to communicate these updates to the Buyer when required by the regulations and at least every 3 years. If such SDSs are not mandatory, the Supplier undertakes to communicate all the information mentioned in Article 32 of the REACH Regulation ('Duty to communicate information down the supply chain for substances on their own or in preparations for which a safety data sheet is not required') to the Buyer.
- In addition, the Supplier undertakes to notify the Buyer if the articles supplied and their packaging contain any substance of very high concern as soon as they are included in the Candidate List, as defined by the European REACH Regulation (Candidate List of Substances of Very High Concern for Authorisation – Annex XV), above 0.1% weight by weight. As the Candidate List is subject to regular updates, the Supplier must monitor it and immediately inform its customers when necessary.

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

16.6 The Supplier undertakes to give the Buyer at least six (6) months' notice if, in the course of the present contract, the Supplier intends either to modify the ingredients and/or technical characteristics of the substances or mixtures or articles supplied or to stop selling them.

16.7 The Supplier undertakes to comply with any changes in regulations during the contract period, including in the European REACH and CLP Regulations, and, as a consequence, to adapt its obligations to the Buyer under these regulations.

16.8 The Supplier guarantees the Buyer against any financial consequences of a failure on its part to comply with the obligations imposed upon it by the REACH and CLP Regulations and by this present clause. Any limitation of liability provided elsewhere in this contract does not apply to liability incurred by the Supplier in this capacity.

17 CODE OF CONDUCT

17.1 The Supplier will carry on its activities in compliance with the principle of transparency and in strict accordance with applicable domestic and international legal standards. In particular,

17.1.1 the Supplier prohibits any actions liable to falsify or distort free competition or market access or infringe the applicable legal rules in this field;

17.1.2 the Supplier rejects any form of active or passive corruption in domestic or international transactions covered by the OECD Convention dated 17 December 1997;

17.1.3 the Supplier refrains from any practice leaning towards interesting, either directly or indirectly, the colleagues of the Buyer or the Buyer's customers with whom it is on business terms, in developing its commercial relations, personally or in whatever shape or form (gifts in cash or in kind, in the form of goods or services, discounts, rebates, financial contributions participation for free or in return for payment);

17.2 The Supplier shall ensure that in any dealings with the Buyer, neither it or its employees or agents shall commit any offence under the Bribery Act 2010 ("the Act") including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act. The Supplier shall inform the Buyer immediately it becomes aware of any actions between the parties that could constitute an offence under the Act.

17.3 The Parties intend that the Agreement and their actions in relation to it shall comply at all times with all applicable competition laws, and in particular with EC and UK competition laws, and the Parties are satisfied that the Agreement does so comply as at the start date of this Agreement.

17.4 The Parties agree during the term of the Agreement to take all appropriate steps to ensure that there are no discussions, exchanges or disclosures of information or documents, or other acts or omissions by or between them in relation to the Agreement which might contravene applicable competition laws.

17.5 In the event that either Party believes, for any reason, that the Agreement no longer complies with all applicable competition laws, it must notify the other Party immediately. Both Parties must then as soon as reasonably practicable enter into negotiations in good faith and they must use all reasonable endeavours to amend or vary the Agreement so that it complies with all applicable competition laws while giving effect so far as possible to the Parties' original intentions in relation to the Agreement.

17.6 Notwithstanding clause 17.3 where in the future the Buyer should consider that the agreement does not comply with the applicable competition rules, then it will allow the Supplier to supply a sufficient quantity of its output to the Buyer's competitors to remove any anti-competitive effects of the arrangement.

17.7 Occupational health and safety. The Supplier endeavours to take the necessary steps to ensure occupational health and safety. In particular, the Supplier agrees to implement for its own activities a policy aimed at identifying and preventing risks affecting the health and safety:

- of its full-time and temporary members of staff;
- of its customer's employees and the users of its products;

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

- of its own suppliers and subcontractors' employees (temporary and full-time);
- of the surrounding communities.

The Supplier agrees to ensure that its employees fully comply with all applicable safety instructions when working on the Buyer or Affiliate group sites.

18 EMPLOYEE RIGHTS

18.1 The Supplier (in respect of its own employees) will comply with the legal rules and regulations applicable in the countries where it operates as well as the principles as set down by the International Labour Organization concerning workers' rights, especially in the area of social security, working hours and conditions, compensation and exercising freedom of association.

18.2 The Supplier represents and warrants that it is not engaged in and will not engage in any unfair, unsafe or unhealthy labour practices such as the employment of child, uncompensated labour, and discrimination based on race, gender, nationality, religion or other similar employment conditions. The Supplier must ensure that it complies fully with the Radius CSR policy on Human Trafficking and Slavery.

19 RESPONSIBLE DEVELOPMENT

19.1 Environmental protection. The Supplier agrees to adopt a cautious approach to issues concerning the environment and responsible environmental practices. The Supplier will implement policies on managing and improving its industrial processes designed to limit environmental impact. In particular, the Supplier will strive in its respective domains to:

- 19.1.1 optimise energy consumption with a view to reducing greenhouse gas emissions;
- 19.1.2 optimise its consumption of natural resources;
- 19.1.3 reduce the quantities of waste released and develop reclamation and recycling solutions;
- 19.1.4 reduce discharges into natural surroundings and other sources of pollution.

The Supplier encourages the development and distribution of environmentally-friendly technologies and work towards achieving the targets listed above.

19.2 The Buyer expects its suppliers:

- to make sure that they have control of environmental risks related to both their processes and the products they use whether in their activity or when intervening on site.
- to respect employee rights regardless of the country in which they operate.
- to provide their employees with the best possible conditions of health and safety and to observe, during their interventions on Affiliate sites, all applicable health and safety rules.

20 GENERAL

20.1 No waiver by Buyer of any breach of the Contract by Supplier shall be considered as a waiver of any subsequent breach of the same or another provision. The failure by either party to exercise or enforce any rights contained in any contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

20.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract shall not be affected.

20.3 Each party acknowledges that, in entering into this Contract, it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Contract and all Conditions, warranties or other terms implied by statute or common law are excluded. This Condition shall only apply to the extent permitted by law.

RADIUS SYSTEMS LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

- 20.4 The Order is personal to the Supplier and the Supplier shall not assign, transfer or subcontract any of its obligations under the Contract without the prior written consent of the Buyer. The Buyer may assign the Contract and/or its rights and obligations under it without the consent of the Supplier.
- 20.5 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 20.6 Any notice given or made under or in connection with the Contract will be in Writing and given to the Buyer Secretary of the relevant party, either personally, by prepaid first class post (or registered carrier if the address for service is outside the United Kingdom) or facsimile. Notices will be deemed to have been duly given or made:
- 20.6.1 if delivered by hand, upon delivery at the registered office address of the relevant party;
 - 20.6.2 if sent by prepaid first class post, 2 Working Days after posting (or if sent by registered carrier if the address for service is outside the United Kingdom, 5 Working Days after posting); or
 - 20.6.3 if sent by fax, at the time of transmission (provided a confirmatory letter is sent by prepaid first class post or registered carrier if the address for service is outside the United Kingdom).

21 GOVERNING LAW AND DISPUTES

- 21.1 The Contract shall be governed by and construed in accordance with the laws of England, and the Supplier agrees to submit to the non-exclusive jurisdiction of the English courts.
- 21.2 Any dispute or difference between the parties arising under this Contract shall first be subject to a good faith meeting in an attempt to resolve matters promptly within 14 days of notification by one party to the other that there is an unresolved dispute. Each party will send an authorised representative to attempt to negotiate a settlement.
- 21.3 Should this meeting prove unable to resolve the issue, the matter will be submitted to mediation through CEDR. If possible arbitration will be under their process Arbitration 125 for fixed price arbitration with costs to be shared as set out by CEDR. If this is not possible the Buyer and the Seller will follow the most appropriate service as determined by CEDR. The place of mediation shall be England. The language to be used in the mediation shall be English.