

GENERAL TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions, the following expressions shall have the following meanings, unless expressly stated to the contrary:

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;
Applicable Laws	means the law of England and Wales and any other laws or regulations, regulatory policies, statutes, guidelines or industry codes which apply to the manufacture and supply of the Goods (and Services);
Background IPR	means any Intellectual Property Rights controlled or owned by either party at, or prior to, the Effective Date and/or any Intellectual Property Rights which are generated by either Party's efforts or obligations outside of an Order, regardless of the date of creation;
Buyer	means Radius Systems Limited (registered number 1585669) with its registered address at Radius House, Berristow Lane, South Normanton, Alfreton, Derbyshire, United Kingdom, DE55 2JJ;
Conditions	means these General Terms and Conditions of Purchase that apply to a Contract;
Confidential Information	means any secret or confidential information concerning the business, affairs, customers, clients or suppliers of the other party, including information relating to a party's operations, commercials, finances, processes, plans, products, technical information, Know How, designs, drawings, trade secrets, software, marketing, market opportunities and customers and other information in any form or medium, whether disclosed orally or in writing, before or after the Effective Date and either identified as confidential before, at or after the time of disclosure or which a reasonable person would consider to be confidential taking into account the nature of the information and the circumstances surrounding its disclosure together with any reproductions of such information in any form;
Contract	means acceptance or execution of an Order by Supplier in accordance with and subject to the Conditions;
Control	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership or voting shares or power, ability to appoint directors, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
Deliverables	means any documents, products and materials developed by the Supplier and/or its agents, contractors and employees as part of or in relation to the Goods (and Services) in any form or media including, drawings, diagrams, designs, pictures data, specifications and reports but excluding the Goods themselves;

Delivery Date	means the date for the delivery of the Goods specified in an Order or as otherwise notified by the Buyer;
Dispute	means any dispute, disagreement or claim arising under these Conditions, an Order or a Contract, including their subject matter or formation (including non-contractual disputes and claims);
Effective Date	means as set out in Clause 3.1;
Environmental Issues	means (a) emissions, spills, releases or discharges of waste or Hazardous Substances to air, water, ground, or subsoil; (b) production or generation of waste (as defined under Environmental Law) or Hazardous Substances; (c) other activities or circumstances that produce GHGs; (d) damage to, or the prevention or inhibition of the preservation, protection, conservation, enhancement or management of, habitats and ecosystems, as well as living organisms present in them; and (e) any other issue that may have a significant or substantial detrimental effect on the environment, ecosystems, biodiversity, human habitation, or climate change in general;
Environmental Law	means any applicable laws, statutes, regulations, subordinate legislation, bye-laws, common law and other national, international, federal, European Union, state and local laws, judgments, orders, notices, decisions or injunctions of any court or tribunal, rules, codes of practice, circulars, guidance notes, duties, undertakings, or agreements with regulators that are legally binding on each Party relating to Environmental Matters;
Environmental Matters	means any of the following (excluding town and country planning matters and health and safety matters): <ul style="list-style-type: none"> a. manufacture, generation, deposit, disposal or arranging for disposal, keeping, storage, possession, supply, treatment, emission, release, discharge, leaching, transportation, spillage, leakage, migration, escape, entry, recovery, recycling, exposure to, transmission, handling, use or presence of any Hazardous Substance or waste that causes or may cause harm or damage to the environment (including producer responsibility requirements); b. nuisance; or c. pollution, contamination, conservation or protection of the environment;
Force Majeure Event	means any cause affecting the performance by a Party of its obligations under these Conditions or a Contract (as the case may be) arising from acts, omissions or non-events beyond its reasonable control, including acts of God, fire, severe flood, war, revolution, act of terrorism, riot or civil commotion, storm or earthquake and any disaster, but excluding: <ul style="list-style-type: none"> (a) Any epidemic or pandemic, including any outbreak of Coronavirus (2019-nCoV) or any variant of such virus, as well as any event or circumstance arising out of or in connection with such epidemic or pandemic, whether within a Party's control or not, including any law or action taken by a government or public authority in relation to such epidemic or pandemic; (b) Any industrial dispute relating to the Supplier, its personnel or any other failure in the Supplier's supply chain, affecting the Supplier's or its personnel's ability to provide the Goods; (c) Government orders or restrictions relating to sanctions or trade restrictions; and (d) Failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services;
Foreground IPR	means all Intellectual Property Rights created, developed, produced identified or first reduced to practice or writing during the performance of a Contract, or in connection with the Services by the Buyer or the Supplier (or any sub-contractors of Supplier) including any Deliverables, inventions, designs, discoveries, techniques, processes and Know How;

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;
Greenhouse Gases or GHGs	means the natural and anthropogenic gases which trap thermal radiation in the earth's atmosphere and as specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC) or otherwise specified by the UNFCCC, as may be amended from time to time, and which as at the date of these Conditions include: carbon dioxide (CO ₂), methane (CH ₄), nitrous oxide (N ₂ O), nitrogen trifluoride (NF ₃), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF ₆) and nitrogen trifluoride (NF ₃).
Good Industry Practice	means the exercise by the Supplier of that degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced supplier of goods and services the same or similar to the Goods and/or Services;
Goods	means the goods, products, materials and/or works and, if relevant, any Services (including any instalment or any part of them) described in an Order;
Hazardous Substances	means any material, substance or organism which, alone or in combination with others, is capable of causing harm to the natural and man-made Environment
Incoterms	means the international rules for the interpretation of trade terms of the International Chamber of Commerce sales dated 2020;
Intellectual Property Rights (IPR)	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including Know How and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for any renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world;
Inventory Stock	means a stipulated volume of finished Goods to be held by the Supplier, which if not otherwise stated shall be two weeks' worth of finished Goods;
Know How	means any proprietary, industrial and commercial information and confidential information and techniques in any form (including paper, electronically stored data, magnetic media, firm and microfilm) including drawings, formulae, test results, reports, project report and testing procedures, instructions and training manuals, tables of operating conditions, specifications, quotations, tables and procedures;
Loss / Losses	means all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), injury, claim, action, demand, fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses proceedings, fines or penalties awarded against, incurred or paid by the Buyer and / or its Affiliates;
Mandatory Policies	means the Buyer's business policies and codes listed on the Buyer's website, as amended from time to time;
Materials	means any tools, materials, drawings, patterns, dies, moulds, jigs, fixtures, drawings specifications or other equipment or data owned by the Buyer;
Order	means the Buyer's order for the Goods (and Services) subject to the Conditions and the terms of these Conditions and which is placed via a Purchase Order;

Personnel	means all employees, officers, staff or other workers, agents and consultants of the Supplier and of Subcontractors of the Supplier involved in the manufacture and / or supply of the Goods (and Services, if applicable);
Price	means the price of the Goods (and Services) as set out in Clause 5.1;
Purchase Order	means the document issued by the Buyer containing the Order;
Returnable Containers	means any returnable racks and other containers owned by the Buyer;
Sanction	means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority;
Sanctions Authority	means the UK and the United Nations (UN) (and any other governmental authority with jurisdiction over a party or any part of its business or operations or subcontractors used in the performance of these Conditions, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions, including (without limitation) the UN Security Council, Her Majesty's Treasury, the UK's Office of Financial Sanctions Implementation, the Department of Business and Trade, the Export Control Joint Unit, the Office of Trade Sanctions Implementation and HM Revenue and Customs;
Sanctions List	means any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List;
Sanctions Proceedings	means any actual or threatened: <ul style="list-style-type: none"> a) litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or b) investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority, in each case relating to, or in connection with, any actual or alleged contravention of Sanctions;
Sanctions Target	means a person that is: <ul style="list-style-type: none"> a) listed on a Sanctions List; b) owned or controlled by a person listed on a Sanctions List; or c) resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions; or d) otherwise identified by a Sanctions Authority as being subject to Sanctions;
Services	means the services (if any) described in an Order;
Subcontract	means any subcontract and any agreement to enter into a subcontract in each case relating to the manufacture and / or supply of the Goods, whether informal or formal and whether or not in writing;
Subcontractor	means the counterparty to the relevant Subcontract with the Supplier;
Supplier	means the provider of the Goods (or services) as specified in a Purchase Order;
Technical Delivery	means the agreed technical delivery specification of the Goods and/or Services, which includes all relevant plans, drawings, designs, packaging, data and

Specification	requirements as notified by or agreed with the Buyer;
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;
Tooling	means the tooling provided by the Supplier to fabricate any part of the Goods ordered by the Buyer or which the Supplier constructs or acquires specifically in connection with the provision of Goods and/or Services (including prototype and production tooling, dies, fixtures, jigs, moulds, patterns and related software) and for which the Supplier charges the Buyer (whether in full or part);
Working Day	means a day when the banks are ordinarily open for business in the City of London.

- 1.2 Clause headings shall not affect the interpretation of these Conditions.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.7 These Conditions shall be binding on, and enure to the benefit of, the Buyer and the Supplier and their respective personal representatives, successors and permitted assigns, and references to any party include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provisions.
- 1.10 A reference to writing or written includes email, but not fax.
- 1.11 Any obligation in these Conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 A reference to these Conditions or to any other agreement or document is a reference to these Conditions or such other agreement or document, in each case as varied from time to time.
- 1.13 References to Clauses are to the Clauses in these Conditions.
- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 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 TERMS AND CONDITIONS THAT APPLY

- 2.1 The Conditions shall be applied to all supplies of Goods and/or performance of Services to Buyer.
- 2.2 These Conditions does not create any purchase or sale exclusivity. Unless expressly stated otherwise, nothing in these Conditions shall be construed as obligating the Buyer or the Supplier to purchase or supply a particular quantity, volume or value of Goods.
- 2.3 A Contract is entered into exclusively subject to the provisions of the Conditions. Any exception, deviation, amendment, modification or waiver of any provisions of the Conditions will only be binding on the Buyer where it has been made in writing and signed by an authorised signatory on behalf of each Party.
- 2.4 No terms or conditions other than those set out or referenced in these Conditions will apply to an Order, including any contract terms that may have been submitted by the Supplier. It is an express term of these Conditions and any Contract that any and all terms and conditions of Supplier are expressly excluded, wherever referred to by Supplier. For the avoidance of any doubt, even if the Supplier accepts an Order which refers and seeks to incorporate the Supplier's terms and conditions, the Conditions shall automatically apply / continue to apply.
- 2.5 In the event of a conflict or inconsistency between the terms of an Order, and/or these Conditions,

and /or the Technical Delivery Specification, then to the extent of such conflict, the conflict shall be resolved in the following order of priority: i) the Order; ii) these Conditions and the iii) the Technical Delivery Specification.

- 2.6 The Supplier shall ensure that to the extent it engages any Subcontractors, that they comply with these Conditions to the extent applicable, and the Supplier shall be liable in full in respect of any act or omission of the Subcontractor and in respect of risk of loss or damage to the Goods. The Supplier shall ensure that (i) all of its Subcontractors are reputable, of sound financial standing and are in possession of adequate product liability insurance, and that such sub-contractors employ quality control systems appropriate to the works being undertaken and (ii) that where required provisions of the Conditions are flowed down to the Supplier's Subcontractors.

3 CONTRACT FORMATION

- 3.1 When the Buyer issues an Order ("**Effective Date**"), it makes an offer to purchase the Goods from the Supplier in accordance with and subject to Clause 2 of these Conditions. The Contract is formed when the Supplier accepts the offer of the Buyer. This occurs upon the earlier of: i) any written or verbal acceptance or acknowledgement of an Order (including an acceptance or acknowledgement communicated electronically); or ii) the Supplier's commencement of the work or performance.
- 3.2 A Contract may only be cancelled, postponed or varied by the Supplier with the prior written consent of the Buyer signed by an authorised signatory of the Buyer. The Supplier shall advise the Buyer immediately in writing if any such variation either prevents the Delivery Date(s) being met or has any other significant implication regarding the Supplier's obligations to the Buyer.

4 QUANTITY AND FORECASTING

- 4.1 The Supplier shall at all times maintain sufficient manufacturing capacity, stocks of raw materials and packaging, and stocks of Goods to enable it to meet the Buyer's forecasted requirements of Goods as notified to the Supplier in accordance with Clause 4.3.
- 4.2 The Supplier will provide the Goods to the Buyer's requirements as shown on an Order. Time and quantity are of the essence in the purchase of the Goods.
- 4.3 The Buyer may from time to time provide the Supplier with estimates, forecasts or projections of its future volume or quantity requirements for the Goods. These volume projections are provided for information purposes only. The Supplier and Buyer may agree on a timeline over which such volume projections will be provided. Volume projections are not a commitment by the Buyer to purchase the quantities specified in such volume projections.
- 4.4 The Supplier acknowledges that volume projections, like any other forward- looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time and may or may not be accurate at the time they were made or later on. The Buyer makes no representation, warranty, guarantee or commitment of any kind or nature, express or implied, regarding any volume projections.
- 4.5 If the Supplier anticipates that it will be unable to meet the Buyer's forecasted requirements provided in accordance with Clause 4.3:
- 4.5.1 the Supplier shall inform the Buyer in writing as soon as practicable; and
- 4.5.2 without affecting any other right or remedy available to it, the Buyer may at its option agree alternative delivery dates for the relevant Goods, or obtain from any other person substitute products for the Goods which the Supplier anticipates it will be unable to supply.

5 PRICE AND PAYMENT

- 5.1 The Price shall be fixed for the duration of the Contract and be an all-inclusive price; including all costs of packaging, insurance and carriage of the Goods, delivery and all taxes, other than value added tax (or any other sales tax). Supplier shall use all reasonable endeavours to reduce its manufacturing, supply and other costs of the Goods including implementing costs

saving initiatives and seeking more competitive supplies of raw materials and equipment.

- 5.2 The Prices of the Goods are exclusive of amounts in respect of VAT. The Buyer 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 a supply of goods.
- 5.3 Save as otherwise agreed by the Buyer in writing, 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.
- 5.4 Invoices should be sent to the address as set out in the Purchase Order. Invoices for Goods delivered shall be sent in pdf format to purchaseledger@radius-systems.com and shall be accompanied by all appropriate support documentation (such as delivery note which shall also be referenced in the invoice). The Buyer shall only accept one invoice for each Order. A valid tax invoice for VAT purposes shall reference the following details:
- The Buyer's Purchase Order Number
 - The delivery/Advice Note Number
 - The price
 - The quantity
 - The date of dispatch
 - Description of the Goods / Services
 - The consignee
 - The Buyer's Full Part Number
 - The Supplier's VAT Registration Number
 - The invoice price must be as stated on the latest issue of the Buyer's Purchase Order.
 - The quantity on the invoice must exactly reflect the quantity advised on the corresponding Delivery/Advice Note.
- 5.5 Where the invoice does not match the Purchase Order, the Buyer will inform the Supplier and place the invoice in dispute.
- 5.6 Unless otherwise agreed, undisputed invoices shall become payable only after the whole delivery has taken place.
- 5.7 For any overdue and undisputed invoice not settled by the due date, the Buyer, without limiting its other remedies, may upon written notice from Supplier pay interest on the overdue and undisputed amount at the rate of the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 5.8 If the Buyer disputes any invoice or other statement of monies due, the Buyer shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within 30 days of the Buyer giving notice to the Supplier, the dispute shall be resolved in accordance with Clause 32. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in Clause 5.3. The Supplier's obligations to supply the Goods shall not be affected by any payment dispute.
- 5.9 If the delivery is not in conformity with the Order, the Buyer shall have the right to postpone payment until the Supplier has provided full remedy or the matter is otherwise finally settled to the satisfaction of the Buyer, acting reasonably.
- 5.10 The Buyer may set off and recoup against the Buyer's accounts payable to the Supplier any amounts which the Buyer determines in good faith the Supplier is liable to it under these Conditions, a Contract or other agreement with the Supplier, without notice.
- 5.11 Payment shall not constitute any admission by the Buyer as to the performance of the Supplier of its obligations under these Conditions.

6 CHANGE OR CANCELLATION OF THE ORDER

- 6.1 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 a Contract. 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. Following such written acceptance of the Buyer, the updated Order and Contract shall be governed by and subject to the Conditions.
- 6.2 On any cancellation of a Contract 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 / Contract.
- 6.3 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.

7 INVENTORY STOCK

- 7.1 Subject to a maximum lead-time from the Effective Date, the Supplier shall hold and maintain the Inventory Stock, at its risk, without cost or liability to the Buyer, at all times for its own planning purposes. Supplier shall observe the "first in first out" (FIFO) inventory control principle.
- 7.2 Supplier may, with the Buyer's prior written consent, satisfy the delivery of Goods under a Contract, in whole or in part, by the Inventory Stock provided always that the Inventory Stock level is promptly reinstated and thereafter maintained.

8 WARRANTY

- 8.1 The Supplier warrants that the Goods shall comply with all Applicable Laws, including without limitation relevant regulations relating to the registration, evaluation, authorisation and restriction of chemical substances and that it obtain and maintain in force for the Term all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Goods in accordance with these Conditions.
- 8.2 The Supplier warrants that the Goods will:
- 8.2.1 conform in all respects to the drawings, specifications, statements of work, samples and other descriptions and requirements relating to the Goods that have been furnished, specified or approved by the Buyer, including without limitation the Technical Design Specification;
 - 8.2.2 be fit for any purpose which items similar to the Goods are used, or for any purpose represented by the Supplier (whether in marketing literature or otherwise) or for any intended purpose or use made known by the Buyer or recorded in the Technical Design Specification;
 - 8.2.3 be free from defects in design (to the extent furnished by the Supplier, its Affiliates or any subcontractors, even where the design has been approved by the Buyer), material, construction and workmanship;
 - 8.2.4 comply with all Applicable Laws relating to the Goods;
 - 8.2.5 comply with all published industry standards for the Supplier's industry sector;
 - 8.2.6 be manufactured and supplied with due care and diligence and in accordance with Good Industry Practice;
 - 8.2.7 have undergone comprehensive and rigorous health and safety testing and comply with or exceed all standards of safety set out for such Goods;

- 8.2.8 that the Goods and/or Services nor the Buyer's use of them will infringe any Third Party IPR; and
- 8.2.9 be accompanied with all necessary instructions for fitment and use required by the Buyer or a Buyer's customer.
- 8.3 The Supplier acknowledges that Clause 8.2 may (in whole or in part) be incorporated in any arrangement for the resale of the Goods, with the intent that any purchaser shall be entitled to recover from the Supplier all loss, damages, costs and expenses (including legal expenses) as a result of or in connection with a breach of any warranty contained in Clause 8.2 occurring within the manufacturer warranty period.
- 8.4 The Supplier's warranty and any rights of the Buyer to make a claim under it will be effective even if the Buyer has accepted all or a portion of the Goods.
- 8.5 The Supplier shall indemnify the Buyer against any and all Losses suffered or incurred by the Buyer and arising out of or in connection with: (i) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, any actual or alleged defective Goods supplied by the Supplier, any actual or alleged noncompliance by the Supplier with any of its representations, warranties or obligations under a Contract or any actual or alleged negligence or fault of Supplier in connection with the design or manufacture of the Goods; (ii) any breach of a Supplier warranty, obligation or representation under a Contract; or (iii) any fraudulent action of the Supplier, its employees, agents or sub-contractors in respect to the supply of the Goods (and/or Services).

9 DELIVERY

- 9.1 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 Destination**"). A delivery / advice note shall be sent to the Buyer for each consignment supplied stating:
- The Buyer's Purchase Order Number
 - The Buyer's full part number(s)
 - Quantity Shipped
 - A description in English of the Goods (as stated on the drawing)
 - The Carrier's name and contact details
 - The Supplier's name
 - Shipment / Consignment number
 - Batch number(s), and,
 - in the case of Goods being delivered by instalments, the outstanding balance of Goods specified in an Order remaining to be delivered.
- 9.2 The Supplier shall not deliver Contracts by instalments except with the prior written consent of the Buyer. Where Contracts are to be delivered by instalments, they may be invoiced and paid for separately. References in these Conditions to Contract shall, where applicable, be read as references to instalments.
- 9.3 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.
- 9.4 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.
- 9.5 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 or delivered (unless previously approved by the Buyer in writing). Time of delivery is of the essence.
- 9.6 Unless otherwise agreed in writing, delivery of the Goods shall be DDP Buyer's location (Incoterms 2020). The Supplier shall provide 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.

- 9.7 If a Contract for Goods is not delivered on the specified Delivery Date, then, without affecting any other right or remedy available to it, the Buyer may, at its option (and at any point in the delivery schedule):
- 9.7.1 refuse to take any subsequent attempted delivery of the Goods under that Contract; and / or
 - 9.7.2 obtain substitute goods from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Buyer in obtaining such substitute goods; and / or
 - 9.7.3 claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Goods on the Delivery Date, provided that the Supplier shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Buyer's failure to comply with its obligations under these Conditions; and / or
 - 9.7.4 request that the Supplier pays liquidated damages of two (2) per cent of the value of the Contract 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; and / or
 - 9.7.5 terminate a Contract with immediate effect on written notice.
- 9.8 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.
- 9.9 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.

10 DELIVERY OF NON-CONFORMING GOODS

- 10.1 The Supplier will deliver only Goods that conform in all respects to the requirements described in Clause 8.
- 10.2 The Buyer is not required to inspect the Goods prior to their use. The Supplier waives any right to require the Buyer to conduct an inspection. If the Goods do not conform, the Buyer will inform the Supplier about the non-conformity as soon as reasonably practicable after the Buyer has discovered it. The Buyer will confirm the non-conformity in a written notice where requested by Supplier.
- 10.3 Where there is any breach of the Supplier's warranty or if any obligation, warranty or requirement imposed by, given or stated in a 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 to:
- 10.3.1 reject the relevant Goods and raise a debit note against the Supplier's invoice for them; or
 - 10.3.2 require the Supplier to repair / replace Goods and / or re-perform Services forthwith without charge to comply with the Contract and to delay payment until the requirements of the Contract are fulfilled entirely; or
 - 10.3.3 treat the 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; and
 - 10.3.4 claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that do not conform with these Conditions.
- 10.4 If the Supplier fails to promptly repair or replace rejected Goods in accordance with Clause 10.3.2, the Buyer may, without affecting its rights under Clause 10.3.4, obtain substitute goods from a third party supplier, or repair itself the rejected Goods or have the rejected

Goods repaired by a third party, and the Supplier shall reimburse the Buyer for the costs it incurs in doing so.

- 10.5 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.
- 10.6 If the Buyer exercises any right conferred by this Clause 10, 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.
- 10.7 Payment will not constitute acceptance of non-conforming Goods, nor will it limit or affect any of the Buyer's rights.
- 10.8 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 10.9 The Buyer's rights and remedies under this Clause 10 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into these Conditions by the Sale of Goods Act 1979.

11 MATERIAL SHORTAGES, DAMAGE OR LOSS IN TRANSIT

- 11.1 The Buyer will, in writing, (within a reasonable period of time) advise the Supplier of any damage, shortage or loss in transit and the Supplier will credit the Buyer at the price stated on the Purchase Order. Changes to delivery notes, advice notes or invoices are not permitted.
- 11.2 The Buyer accepts no responsibility for damage or loss in transit until the Goods have been delivered to the Delivery Destination and checked the Goods and packaging to ensure no loss or damage has occurred. If a third-party carrier causes the damage, it is the responsibility of the Supplier to recover the cost from that third party. The only exception to this is where damage or loss occurs when Goods are transported on the Buyer's own vehicles and the Buyer reserves the right to claim from the Supplier if the damage or loss which occurs is due to unsatisfactory packing, packaging, loading or other reasons.

12 COMPLIANCE WITH LAWS AND QUALITY CONTROLS

- 12.1 The Supplier will comply with all Applicable Laws that may apply to the design, production or sale of the Goods including relevant registrations with authorities, safety, hazardous materials and recycling. The Supplier shall ensure that it fully complies with all applicable component certification regulations and requirements in respect of the Goods.
- 12.2 The Supplier agrees that it shall not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.
- 12.3 Unless otherwise agreed, the Supplier represents and warrants that as at the Effective Date it is ISO 9001, ISO 14001 and ISO 18001 certified or able to demonstrate that it has commenced the process of qualification and once attained, shall maintain such certification throughout the Term and immediately notify the Buyer upon any breach of this representation and warranty.
- 12.4 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 a Contract.
- 12.5 The Supplier shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods in writing prior to the date of an Order and the Supplier shall be liable to the Buyer for any additional duties or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Supplier.
- 12.6 The Supplier shall provide the Buyer with 6 months' written notice of any change in the properties, composition, construction, colour, processing or labelling of the Goods originally approved by the Buyer.

13 PACKAGING & CARRIAGE

- 13.1 All Goods supplied shall be properly packed and secured in such a manner as to reach the Delivery Destination in a fully functioning and undamaged condition and shall (unless otherwise directed by the Buyer) be delivered in accordance with the Buyer's instructions. All Goods shall be clearly and legibly labelled and addressed in English language. All shipments must be accompanied by a packing advice note containing the requirements set out in Clause 5.4.
- 13.2 The Supplier will ensure the packaging and transportation of the Goods is provided in accordance with all Applicable Laws, regulations and procedures generally applicable to the Goods and are fit for purpose and conform to safe working practices at Delivery Destination. The Supplier shall ensure that:
- 13.2.1 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 accordance with relevant Applicable Laws and in such a way as to permit its recovery through material recycling, incineration and energy recovery, composting or biodegradation;
- 13.2.2 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.
- 13.3 On a monthly basis, the Supplier shall provide the Buyer with packing weight data (by waste type) in relation to all packaging supplied.

14 RISK AND PROPERTY

- 14.1 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 at the Delivery Destination; provided that if Buyer pays for the Goods prior to delivery, title shall pass on payment and risk shall pass on delivery.
- 14.2 Any Goods in the possession of the Supplier and which are waiting for repair or replacement shall be at the Supplier's risk from the time of the Buyer's notice to the Supplier rejecting such Goods until their return to the Supplier DDP at the Supplier's location.

15 TOOLING AND OTHER PROPERTY OF THE BUYER

- 15.1 The Tooling and the Materials belong to the Buyer.
- 15.2 Where the Buyer issues an Order for Tooling, whether as part of an Order for Goods or separately, the Supplier shall design and fabricate, rework, or acquire and in all cases install such Tooling and shall ensure it conforms to the specification and other requirements as set out in the relevant Order. For the purposes of this Clause 15, all references to Tooling shall apply to Materials and Returnable Containers. The Tooling may not contain or be marked in any manner with the name of any person or entity other than the Buyer.
- 15.3 The Tooling will be completed when the necessary samples have been submitted and approved by the Buyer. The Supplier has no claim for payment and may not issue an invoice in respect of such payment until the Tooling is complete and has been accepted by the Buyer and relevant documentation have been submitted to the reasonable satisfaction of the Buyer. Following acceptance of the Tooling, the Supplier will not change any element of the Tooling, process flow, manufacturing location, process controls or supplied material without prior written approval of the Buyer. The Supplier warranty for Tooling is the same as for the Goods under Clause 8.
- 15.4 Tooling is in the possession or control of the Supplier as a bailment from the Buyer and the Supplier acknowledges that it is a bailee-at-will of the Tooling. Upon completion the Tooling shall be the Buyer's exclusive property without encumbrance immediately upon its fabrication or acquisition and the Buyer takes title to the Tooling even where Supplier has not received payment for the Tooling provided always that ownership by the Buyer will not relieve the Buyer of its obligation to pay for the Tooling nor affect any claim of the Supplier for Payment

under the relevant Order for the Tooling.

- 15.5 Unless and until the Buyer takes physical possession of any such Tooling, risk of loss or damage to the Tooling shall be with the Supplier and the Tooling shall be insured by the Supplier to its full replacement value against all risks of damage or loss. The Supplier agrees that such Tooling shall not be used, relocated or disposed of other than in accordance with the Buyer's express instructions.
- 15.6 If requested, the Supplier shall submit pre-production samples of the Goods to the Buyer for assessment. The Supplier shall not commence manufacture of the Goods until the Buyer has communicated its approval of such samples to the Supplier in writing (such approval not to be unreasonably withheld or delayed) provided always that nothing under this Clause 15.6 shall constitute or imply acceptance of the Goods by the Buyer and any such assessment or approval shall not reduce or otherwise affect the Supplier's obligations under an Order.
- 15.7 The Supplier may not duplicate the Tooling without the prior written consent of the Buyer. The Supplier has no property or other right in the Tooling and no power to transfer any rights or grant a security interest in the Tooling to a third party. The Supplier waives any lien that it might have or otherwise be able to assert against the Tooling for work done on the Tooling or otherwise, and waives any objection to the Buyer's repossession and removal of the Tooling for any or no reason, including bankruptcy or insolvency proceedings.
- 15.8 The Supplier has the obligation to use the Tooling solely in the production of the Goods. The Supplier will not use the Tooling for any purpose other than as provided in these Conditions, unless specifically authorised in a written notice by the Buyer.
- 15.9 The Supplier will at its expense maintain the Tooling, including repair or replacement, in the condition necessary to produce the Goods in accordance with the terms of an Order and be responsible for all wear and tear, excluding normal wear and tear for Returnable Containers and Materials.
- 15.10 The Supplier will house the Tooling and insure it, at its expense, against loss or damage and shall comply with such other reasonable instructions of the Buyer including prominently marking the Tooling as the property of the Buyer with part numbers and refraining from commingling the Tooling with property owned by the Supplier or a third party.
- 15.11 The Supplier will not relocate or move the Tooling to another location of the Supplier's or a third party without obtaining the Buyer's prior written consent in a written notice.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 Each party shall retain sole and exclusive ownership of its Background IPR and nothing in these Conditions, save as specifically provided for herein, shall grant or shall be deemed to grant impliedly or otherwise, ownership of or rights of use of such Background IPR to the other Party.
- 16.2 The Buyer grants to the Supplier a non-exclusive, worldwide, fully paid up, non-transferrable, royalty-free license to use its Background IPR to the extent necessary and for the sole purpose of providing the Goods. Nothing in this licence grants the Supplier with the right to sell, incorporate or otherwise use the Background IPR for any other purpose or sub-licence the Background IPR to anyone other than an authorised sub-contractor as necessary for the performance of its obligations under a Contract.
- 16.3 The Supplier grants to the Buyer a non-exclusive, worldwide, fully paid up, royalty-free license to use its Background IPR, including the right to sub- licence to third parties, for the sale and use of the Goods by the Buyer and / or its customers.
- 16.4 In relation to any Foreground IPR that arises or is created in connection with or arising under these Conditions, together with any in respect of the Goods, whether by the Buyer or the Supplier, individually or jointly, the Supplier hereby agrees that all such Foreground IPR shall be the sole and absolute property of the Buyer in equity and law and the Supplier assigns to the Buyer immediately on creation with full title guarantee and free from all incumbrances or third party rights, all Intellectual Property Rights in the Foreground IPR.
- 16.5 The Supplier shall, promptly at Buyer's request, do (or procure to be done by its employees,

officers, agents or sub-contractors) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer all right, title and interest in, and to, the Intellectual Property Rights assigned to the Buyer to ensure full title vests with the Buyer in accordance with this Clause 16.

- 16.6 The Supplier shall not include in the Goods and / or the Deliverables any third party materials that cannot be assigned to the Buyer under Clause 16.4.
- 16.7 Neither Party shall use any trademarks or trade names of the other Party in its advertising or promotional materials.
- 16.8 The Supplier warrants that its performance under a Contract and receipt, use and onward supply of the Goods and/or Services (including the Deliverables) by the Buyer shall not infringe the rights, including any Intellectual Property Rights, of any third party or otherwise breach any obligations it owes to any third party.

17 INDEMNITY

- 17.1 Supplier shall defend, indemnify and hold Buyer and its Affiliates harmless from and against all Losses as a result of, or in connection with:
 - 17.1.1 the manufacture or sale of the Goods,
 - 17.1.2 breach of warranty under a Contract by the Supplier or its Personnel,
 - 17.1.3 tort, including negligence, or wilful misconduct of the Supplier or its Personnel,
 - 17.1.4 product liability (including liability arising out of personal injury or death or any damage to property caused by the Goods),
 - 17.1.5 environmental liability due (in whole or in part) to an act or omission of the Supplier or its Personnel,
 - 17.1.6 any costs arising from or in connection with a recall of the Goods where such recall campaign is due (in whole or in part) to an act or omission of the Supplier or its Personnel, and
 - 17.1.7 any claim that any intellectual Property Right or Confidential Information or other exclusive right of any third party has been infringed in relation to the provision or use of the Goods and / or the Deliverables.
- 17.2 If any third party brings a claim against the Buyer, or notifies the Buyer of its intention to do so, and that claim may reasonably be considered likely to give rise to a liability under the indemnity in Clause 17.1 ("**Claim**"), the Buyer shall:
 - 17.2.1 as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
 - 17.2.2 allow the Supplier, at the Supplier's cost, to conduct all negotiations and proceedings in relation to the Claim and to settle or compromise the Claim, provided that the Supplier must not settle or compromise the Claim without the prior written consent of the Buyer (consent not to be unreasonably conditioned, withheld or delayed);
 - 17.2.3 not make any admission of liability, settlement or compromise in relation to the Claim without the prior written consent of the Supplier (that consent not to be unreasonably conditioned, withheld or delayed), provided that the Buyer may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Supplier, but without obtaining the Supplier's consent), if the Buyer reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect; and
 - 17.2.4 provide the Supplier with reasonable information, assistance and co- operation in responding to and defending the Claim.
- 17.3 If a payment due from the Supplier under this Clause 17 is subject to tax (whether by way of direct assessment or withholding at its source), the amount of the payment shall be increased

to ensure that the net receipt, after tax, to the Buyer is the same as it would have been were the payment not subject to tax.

- 17.4 The Buyer shall use all reasonable endeavours to mitigate any Loss it may suffer or incur as a result of an event that may give rise to a claim under an indemnity.
- 17.5 The failure of the Buyer to comply with the indemnification process in Clause 17.2 does not relieve the Supplier of any obligation to indemnify the Buyer or its Affiliates.

18 INSURANCE

- 18.1 The 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 the performance of a Contract.
 - 18.2 The Supplier shall maintain in force during the Term adequate insurance with a reputable insurance company against all insurable liabilities in connection with the Goods and Services and, in particular, against all its liabilities under a Contract and against the consequences of any act or default of the Supplier's or any of its Subcontractor's employees whilst on the Buyer's (or Buyer's Affiliate) premises.
- 18.3 The Supplier shall provide the Buyer with such evidence of insurance as the Buyer may reasonably request.
- 18.4 The Supplier shall ensure that any Subcontractors also maintain adequate insurance having regard to the obligations in these terms and conditions which they are contracted to fulfil.
- 18.5 The Supplier's liabilities under these Conditions shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 18.1.

19 TERMINATION

- 19.1 Without affecting any other right or remedy available to it, either party may terminate a Contract with immediate effect by giving written notice to the other party if:
 - 19.1.1 the other party commits a material breach of any term of these Conditions and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 19.1.2 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), obtaining a moratorium, 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;
 - 19.1.3 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; or
 - 19.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of a Contract and / or these Conditions is in jeopardy.
- 19.2 Termination of a Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 19.3 Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

20 OBLIGATIONS ON TERMINATION

- 20.1 Upon termination or expiry of these Conditions or a Contract, (as the case may be), the Supplier shall:

- 20.1.1 take all actions necessary to protect any of the Buyer's property in the possession of the Supplier or its suppliers and subcontractors;
- 20.1.2 cooperate with the Buyer to avoid production disruptions while the production of the Goods is being resourced to another supplier;
- 20.1.3 at Supplier's costs, return Tooling and other property of the Buyer, including the Material and the Deliverables, as agreed with the Buyer; and
- 20.1.4 cease all work under an Order or Contract unless directed otherwise by the Buyer.
- 20.2 Following expiry or termination of a Contract or these Conditions for any reason whatsoever:
 - 20.2.1 the relationship of the parties shall cease and any rights, licenses granted under or pursuant to these Conditions shall cease to have effect save as (and to the extent) expressly provided in this Clause 20;
 - 20.2.2 any provision which expressly or by implication is intended to come into or remain force on or after termination shall continue in full force and effect;
 - 20.2.3 each Party shall immediately return to the other Party (or if a Party so requests by notice in writing, destroy) all property of the other Party in its possession at the date of termination, including all Confidential Information together with all copies of such confidential Information and shall certify that it has done so, and shall make no further use of such confidential Information.
- 20.3 Upon termination or expiry of these Conditions or a Contract (as the case may be) or in case of product termination relating to the Goods, the Buyer shall have the right, at its discretion, to call off Goods from the Supplier at the normal rate of usage for a maximum period of 3 months.

21 CONFIDENTIALITY

- 21.1 Each party to these Conditions shall keep strictly confidential all information concerning the business and affairs of the other obtained from the other either pursuant to a Contract or an Order or in contemplation of it, shall use the same exclusively for the purposes of a Contract or an Order, 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 a Contract or an Order (or, in respect of the Buyer, is required for disclosure for its business purposes including discussions with a bona fide purchaser).
- 21.2 The obligations of Clause 21.1 above shall survive expiry or termination of a Contract or an Order but shall not apply to any information which:
 - 21.2.1 the recipient can demonstrate was already in its possession and at its free disposal prior to receipt;
 - 21.2.2 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;
 - 21.2.3 enters the public domain through no act or default of the recipient, its agents or employees; or
 - 21.2.4 is required by law to be disclosed.
- 21.3 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 a Contract and in accordance with the Buyer's instructions.
- 21.4 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.
- 21.5 Contracts are 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.

22 DATA PROTECTION

22.1 For the purposes of this Clause 22, "personal data" shall have the meaning given in the Data Protection Act 2018.

22.2 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 any applicable privacy and data protection laws (including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended) and all other data protection legislation in any jurisdiction relevant to the exercise of its rights or the performance of its obligations under a Contract.

22.3 The Supplier shall:

22.3.1 only act on instructions from the Buyer regarding the processing of personal data pursuant to these Conditions 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;

22.3.2 from time to time comply with any reasonable request made by the Buyer to ensure compliance with the measures mentioned in Clause 22.3.1;

22.3.3 take the measures mentioned in Clauses 22.3.1 and 22.3.2, 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;

22.3.4 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 these Conditions; and

22.3.5 not transfer any personal data provided by the Buyer under these Conditions 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.

22.4 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 Subcontractors to comply with the Supplier's obligations under this Clause 22.

23 RECORDS AND AUDIT

23.1 The Supplier agrees to maintain accurate and up to date financial and other records (including a full and proper trail of all documents and records relating to the provision of the Goods and the performance of its obligations) relating to the manufacture and supply of the Goods and shall keep such records for a period of 6 years.

23.2 The Supplier shall upon the Buyer's request allow the Buyer (or its agent) access to such records and provide its assistance and co-operation to allow examination and copying of all such relevant records, documents or information.

23.3 The Buyer shall have the right to enter the Supplier's premises to:

23.3.1 inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Goods;

23.3.2 inspect and take samples of the raw materials, the packaging and the Goods; and

23.3.3 inspect stock levels of raw materials and packaging and Goods.

23.4 Any inspection by the Buyer (or its agent) shall be undertaken during normal working hours and only following advance written notice being provided to the Supplier.

23.5 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a default by the Supplier in complying with its obligations under an Order, in which case the Supplier shall reimburse the Buyer for all its reasonable costs and expenses incurred in the course of the audit.

23.6 If following an inspection the Buyer reasonably considers that the Goods are not or are not likely to be as warranted under Clause 8, the Buyer shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Goods are or will be as warranted under Clause 8. The Buyer shall have the right to re-conduct inspections and take further samples after the Supplier has carried out its remedial actions.

23.7 The provisions of this clause shall survive the expiry or termination of these Conditions howsoever arising.

24 HEALTH AND SAFETY AT WORK

24.1 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 Applicable Laws, including relevant safety regulations.

24.2 The Supplier will provide the Buyer, at its request, with access to, and copies of, any data, materials or other information, including formulas or analysis that relate to the Goods, their composition any component or part of the Goods or any materials or substances used in the Goods or in connection with their production and/or, as required to enable compliance in relation to hazardous, toxic or other content or nature of the Goods or recycling of the Goods (in whole or in part).

24.3 The Supplier will comply with the Buyer's requirements relating to the use of certain materials and substances in the Goods and will comply with Buyer's reporting processes and requirements. All information provided by Supplier under this Clause 24 will be handled in accordance with Clause 12 other than to the extent required in order for Buyer to comply with any reporting, certification or similar requirement (mandated or voluntarily agreed upon) of a governmental or regulatory authority.

25 FORCE MAJEURE

25.1 Where either party is prevented or delayed from performing any of its obligations under an Order by a Force Majeure Event, it shall not be in breach of an Order provided it complies with the requirements of this Clause 25.

25.2 If a Force Majeure Event occurs the affected party shall give notice to the other party in writing within five Business Days of becoming aware of the Force Majeure Event, stating the nature of the Force Majeure Event, how it is affecting the performance of its obligations, the date it began to affect its performance, the estimated period during which its performance will be affected and the action it has taken and proposes to take to mitigate its effects ("**Force Majeure Notice**"). The Parties shall then consult with each other to consider appropriate actions to overcome and/or mitigate the effects of the Force Majeure Event and facilitate continued performance of a Contract. The affected party shall provide regular written updates to the other party on the information which it is required to provide in its Force Majeure Notice.

25.3 In addition to any actions agreed to be undertaken under Clause 25.2, the affected party shall use (and while the Force Majeure Event continues, shall continue to use) all reasonable endeavours to mitigate the effects of the Force Majeure Event on its performance in accordance with Good Industry Practice, including in the case of the Supplier by implementing its business continuity plan in full, and the affected party shall not be entitled to rely upon the relief which would otherwise be available pursuant to this Clause 25 unless and until it has done so. The affected party shall continue to perform in full all obligations which are not affected by the Force Majeure Event.

- 25.4 Where the Supplier is the party affected by the Force Majeure Event it shall ensure that it does not, in the allocation of available resources, treat any other customer more favourably than the Buyer.
- 25.5 The Buyer shall be under no obligation to pay for any goods or services, or any other benefit under an Order, which it has not received or reasonably anticipates that it will not receive as a result of a Force Majeure Event or to the extent it can demonstrate that its requirement for the Goods and/or Services, or other benefit under an Order no longer exists due to a Force Majeure Event.
- 25.6 Subject to Clause 25.1, the date for performing the relevant obligations, together with any corresponding obligations of the other party, will be deemed suspended only for the minimum period required until performance could be resumed and the affected party shall notify the other party in writing immediately after the Force Majeure Event ceases to affect its performance against an Order.
- 25.7 The Supplier shall not charge the Buyer for additional work carried out to overcome the effects of a Force Majeure Event unless, and to the extent that, the Buyer approves such additional charges in writing and subject to the provision of suitable evidence supporting such additional costs.
- 25.8 Without prejudice to any other right of termination of the Buyer, the Buyer may terminate an Order, in whole or in part, upon written notice to the Supplier if a Force Majeure Event has occurred resulting in a failure or delay to perform that has lasted from more than three consecutive months after the date the written notice from the party claiming a Force Majeure Event is effective.

26 ANTI-BRIBERY

- 26.1 The Supplier shall (and shall procure that the Personnel shall) during the Term:
- 26.1.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption ("**Relevant Requirements**"), including the Bribery Act 2010;
- 26.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 26.1.3 comply with the Buyer's policies relating to ethics, anti-bribery and/or anti-corruption in each case as the Buyer may update them from time to time ("**Relevant Policies**");
- 26.1.4 not do, or omit to do, any act that may cause or lead the Buyer to be in breach of any of the Relevant Requirements or Relevant Policies;
- 26.1.5 establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and Clause 26.1.2;
- 26.1.6 if requested, provide the Buyer with any reasonable assistance, at the Buyer's reasonable cost, to enable the Buyer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies; and
- 26.1.7 on each anniversary of these Conditions, certify to the Buyer in writing signed by an officer of the Supplier compliance with this Clause 26 by the Supplier and the Personnel. The Supplier shall provide such supporting evidence of compliance as the Buyer may reasonably request.
- 26.2 The Supplier shall indemnify the Buyer against any Losses incurred by, or awarded against the Buyer as a result of any breach of this Clause 26 by the Supplier and/or its Personnel or any breach of provisions equivalent to this Clause 26 in any Subcontract by any Subcontractor.

Additional audit and record keeping

- 26.3 The record keeping, audit and other related terms and obligations set out in Clause 23 shall

equally apply to the Supplier's compliance with this Clause 26 and, without limitation shall extend to all payments made by the Supplier in connection with these Conditions.

- 26.4 Without prejudice to Clause 23, if the Buyer reasonably suspects the Supplier of breach of this Clause 26, the Buyer and its third party representatives shall have the right to immediately access and take copies of any records and any other information held at the Premises and to meet with the Personnel to audit the Supplier's compliance with its obligations under this Clause 26. The Supplier shall give all necessary assistance to the conduct of such audit during the Term and for a period of six (6) years after termination of these Conditions.
- 26.5 The rights of audit granted in this Clause 26 shall continue for six (6) years after termination of these Conditions.
- 26.6 The Supplier warrants and represents to the Buyer that:
- (a) its responses to the Buyer's anti-bribery and anti-corruption due diligence questionnaire are complete and accurate;
 - (b) neither the Supplier nor any of the Personnel:
 - I. has been convicted of any offence involving bribery or corruption, fraud or dishonesty; or
 - II. having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
 - III. is a foreign public official; and
 - (c) no foreign public official owns a direct or indirect interest in the Supplier.
- 26.7 The Supplier shall promptly notify the Buyer if, at any time during the term of these Conditions its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Clause 26.6 at the relevant time.
- 26.8 Breach of this Clause 26 shall be deemed a material breach incapable of remedy.
- 26.9 If the Buyer terminates these Conditions for breach of this Clause 26, the Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.
- 26.10 Notwithstanding any other provision in these Conditions, the Buyer shall not be obliged to do or omit to do any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.
- 26.11 No Subcontract shall be entered into without the prior written approval of the Buyer under Clause 31.7.
- 26.12 Any Subcontract shall be recorded in writing and shall:
- 26.12.1 impose on and secure from the Subcontractor obligations, liabilities, undertakings, warranties, acknowledgements and grants of rights equivalent to those imposed on and secured from the Supplier in this Clause 26 (except for this Clause 26.12) ("**Relevant Terms and Conditions**") in each case for the benefit of the Buyer, such provisions to be directly enforceable by the Buyer under the Contract (Rights of Third Parties) Act 1999 ("**Third Party Rights Act**");
 - 26.12.2 include an undertaking from the Subcontractor in favour of the Buyer (directly enforceable by the Buyer under the Third Party Rights Act) not to enter into any further Subcontract with any third party;
 - 26.12.3 include provisions, directly enforceable by the Buyer under the Third Party Rights Act, granting the Buyer and its representatives:
 - (a) the same direct access to the premises, records, information and personnel of the Subcontractor as the Buyer has to the Premises, the Supplier's records and

information, and the Personnel; and

(b) the same auditing rights in respect of the Subcontractor's compliance with the Relevant Terms and Conditions as the Buyer has regarding the Supplier's compliance with this Clause 26;

26.12.4 include provisions allowing termination of the Subcontract by the Supplier in accordance with Clause 26.13.4 and a provision for automatic termination of the Subcontract in the event of, and at the same time as, the termination of these Conditions.

26.13 After any Subcontract has been entered into, the Supplier shall:

26.13.1 within thirty (30) days of it being entered into, provide the Buyer with a copy of the Subcontract;

26.13.2 be responsible for the observance and performance by the Subcontractor of the Relevant Terms and Conditions, and shall be directly liable to the Buyer for any breach by the Subcontractor of any of the Relevant Terms and Conditions;

26.13.3 notify the Buyer in the case of any such breach; and

26.13.4 if the Subcontractor fails to perform or observe any of the Relevant Terms and Conditions, and if requested by the Buyer, immediately give the Subcontractor notice, specifying the breach complained of, and:

(a) where the breach is not capable of remedy, terminating the Subcontract immediately; or

(b) where the breach is capable of remedy, giving notice that the Subcontract is to terminate thirty (30) days from the date of the notice being given unless the Subcontractor has remedied the breach within that period.

26.14 For the purpose of this Clause 26 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that act), sections 6(5) and 6(6) of that Act, and section 8 of that act respectively.

27 MODERN SLAVERY

27.1 In performing its obligations under these Conditions, the Supplier shall (and shall procure that its Subcontractors shall):

27.1.1 comply with all Applicable Laws relating to anti-slavery and human trafficking ("**Anti-slavery Laws**"), including the Modern Slavery Act 2015;

27.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England or Wales;

27.1.3 include in its contracts with its Subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 27;

27.1.4 notify the Buyer as soon as it becomes aware of any breach or suspected breach of Clause 27.1.1, 27.1.2, or 27.1.3; and

27.1.5 before the date of signature of these Conditions, and annually thereafter prepare and deliver to the Buyer an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

27.2 The Supplier represents and warrants to the Buyer that at all times during the Term:

27.2.1 its responses to the Buyer's slavery and human trafficking due diligence questionnaire shall be complete and accurate;

27.2.2 neither the Supplier nor any of its officers, employees or Subcontractors:

(a) has been convicted of any offence involving slavery and human trafficking anywhere in the world; or

(b) having made reasonable enquiries, so far as it is aware:

- I. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
- II. there are no circumstances within any part of its own business or the businesses of its Subcontractors which could give rise to any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;

27.3 The Supplier shall:

27.3.1 maintain a complete set of records to trace the supply chain of the Goods provided in connection with these Conditions;

27.3.2 without prejudice to Clause 23, if the Buyer reasonably suspects the Supplier of breach of this Clause 27, permit the Buyer and its third party representatives to have access to and take copies of any records and any other information at the premises of the Supplier and to meet with the Personnel to audit the Supplier's compliance with its obligations under this Clause 27; and

27.3.3 implement annual audits of its compliance and its Subcontractors' compliance with the Anti-Slavery Policy and the Anti-slavery Laws, either directly or through a third party auditor. The first set of audits shall be completed within six (6) months of the date of these Conditions.

27.4 The Supplier shall:

27.4.1 implement a system of training for the Personnel and Subcontractors to ensure compliance with the Buyer's Anti-Slavery Policy ("**Anti-Slavery Policy**") and Anti-slavery Laws; and

27.4.2 keep a record of all training offered and completed by the Personnel and Subcontractors to ensure compliance with the Anti-Slavery Policy and Anti-slavery Laws and shall make a copy of the record available to the Buyer on request.

27.5 The Supplier shall indemnify the Buyer against any Losses incurred by, or awarded against the Buyer as a result of any breach of this Clause 27 by the Supplier and/or its Personnel or any breach of provisions equivalent to this Clause 27 in any Subcontract by any Subcontractor.

27.6 Breach of this Clause 27 shall be deemed a material breach incapable of remedy.

28 ANTI-FACILITATION OF TAX EVASION

28.1 The Supplier shall:

28.1.1 not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

28.1.2 establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with Clause 28.1.1:

28.1.3 notify the Buyer in writing if it becomes aware of any breach of Clause 28.1.1 or has reason to believe that it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of these Conditions:

- 28.1.4 no later than the Effective Date, and annually thereafter, certify to the Buyer in writing signed by an officer of the Supplier, compliance with this Clause 28 by the Supplier and all persons referred to in Clause 28.2. The Supplier shall provide such supporting evidence of compliance as the Buyer may reasonably request.
- 28.2 The Supplier shall ensure that any of its Personnel or Subcontractors or other persons engaged in performance of the Supplier's obligations under these Conditions do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Buyer in this Clause 28 ("**Tax Evasion Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Tax Evasion Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Tax Evasion Terms.
- 28.3 The Supplier shall indemnify the Buyer against any Losses incurred by, or awarded against the Buyer as a result of any breach of this Clause 28 by the Supplier and/or its Personnel or any breach of provisions equivalent to this Clause 28 in any Subcontract by any Subcontractor.
- 28.4 Breach of this Clause 28 shall be deemed a material breach incapable of remedy.
- 28.5 For the purposes of Clause 28, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.
- 29 SANCTIONS**
- 29.1 The Supplier warrants that at the date of these Conditions it is not:
- 29.1.1 a Sanctions Target and has not been a Sanctions Target at any time and nothing has occurred that could reasonably be expected to result in it becoming a Sanctions Target;
- 29.1.2 contravening and has not contravened any Sanctions at any time; and
- 29.1.3 involved and has not in any way been involved in any Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) at any time and to the best of its knowledge and belief, having made reasonable enquiries there are no circumstances likely to give rise to any such Sanctions Proceedings.
- 29.2 At all times during the term of these Conditions, the Supplier shall:
- 29.2.1 not contravene any Sanctions;
- 29.2.2 not do, or omit to do, any act that will cause or lead the Buyer to contravene any Sanctions;
- 29.2.3 implement adequate policies and procedures to ensure compliance with Sanctions; and
- 29.2.4 annually, certify to the Buyer, in writing signed by one of its officers, its compliance with Clause 29.2.1 to Clause 29.2.3 and provide such supporting evidence of compliance as the Buyer reasonably requests; and
- 29.2.5 keep at its normal place of business detailed, accurate and up to date records and books of account sufficient to enable verification of its compliance with its obligations under 29.2.1 to Clause 29.2.3 and permit their audit as set out in Clause 23.
- 29.3 The Supplier shall permit the Buyer and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of Clause 29.2.1 to Clause 29.2.3 to access and take copies of records and any other information on its premises and to meet with its staff to audit its compliance with its

obligations under Clause 29.2.1 to Clause 29.2.3. Such audit rights shall continue for three years after termination of these Conditions. The Supplier shall give all necessary assistance to the conduct of such audits undertaken pursuant to this clause.

29.4 The Supplier shall as soon as reasonably practicable notify the Buyer in writing if:

29.4.1 at any time during the term of these Conditions, there is any fact or circumstance that would give rise to a breach of warranties given in Clause 29.1 or Clause 29.7 if the warranties were repeated; or

29.4.2 it becomes aware of any breach of this Clause 29;

and it shall provide such information about such fact or circumstance or about the breach as the Buyer requires to comply with its obligations to any Sanctions Authority or otherwise reasonably requests.

29.5 Each party may in its absolute discretion disclose information or documents (including as received or obtained from the other party) to a Sanctions Authority if:

29.5.1 it knows or has reasonable cause to suspect that there has been a breach of Sanctions; or

29.5.2 requested by a Sanctions Authority.

29.6 If at any time during the term of these Conditions the Supplier becomes a Sanctions Target, is subject to Sanctions Proceedings, contravenes Sanctions or breaches Clause 29.2, the Buyer may in its absolute discretion and without affecting any other right or remedy available to it terminate these Conditions with immediate effect by written notice to the other Supplier.

29.7 The Supplier:

29.7.1 gives the warranties contained in clause 29.1 in respect of its Subcontractors used in the performance of these Conditions, as at the date it first uses such subcontractors in the performance of these Conditions;

29.7.2 shall impose obligations equivalent to those it has accepted in this Clause 29.7.2 on its Subcontractors used in the performance of these Conditions by way of a written agreement and procure that such Subcontractors comply with those obligations. Audit rights so imposed on the Supplier's Subcontractors must be exercisable by the Buyer under third party rights granted to the Buyer; and

29.7.3 shall, if so requested by the Buyer (and without prejudice to the Supplier's rights under clause 29.6), at any time replace any of its Subcontractors used in the performance of these Conditions if the Subcontractor is a Sanctions Target, is subject to Sanctions Proceedings, contravenes Sanctions. The Supplier shall ensure to obtain the Buyer's prior approval of any replacement subcontractor.

29.8 Any breach of this Clause 29 by the Supplier shall constitute a material breach of these Conditions, which is irremediable under Clause 19.1.1.

30 ANTI-FRAUD

30.1 The Supplier shall:

30.1.1 not engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023;

30.1.2 comply with the Buyer's Anti-fraud Policy, as updated from time to time and available on request;

- 30.1.3 promptly notify the Buyer (in writing) if it becomes aware of any suspected or actual breach of clause 30.1.1, or has reason to believe that it has received a request or demand to commit a fraud offence within the meaning of section 199(6) of the Economic Crime and Corporate Transparency Act 2023;
- 30.1.4 establish, maintain and enforce its own policies and procedures including but not limited to reasonable procedures to prevent the commission of fraud and to ensure compliance with Clauses 30.1.1 and 30.1.2;
- 30.1.5 if requested, co-operate with and provide reasonable assistance to the Buyer, at the Buyer's reasonable cost, to enable the Buyer to investigate, or respond to any requests from a relevant government department or agency to investigate, an alleged offence under 199 of the Economic Crime and Corporate Transparency Act 2023; and
- 30.1.6 annually certify to the Buyer in writing signed by an officer of the Supplier compliance with this clause 30 by the Supplier. The Supplier shall provide supporting evidence of compliance as the Buyer may reasonably request.
- 30.2 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 30.
- 30.3 Any breach of this Clause 30 by the Supplier shall constitute a material breach of these Conditions, which is irremediable under Clause 19.1.1.

31 RESPONSIBLE DEVELOPMENT

- 31.1 The Supplier shall implement policies on managing and improving its industrial processes designed to limit environmental impact. In particular, the Supplier shall ensure that it and its Subcontractors minimize Environmental Issues.
- 31.2 The Supplier shall:
- ensure to have control of environmental risks related to both their processes and the products they use whether in their activity or when intervening on the Buyer's site; and
 - to provide their employees with the best possible conditions of health and safety and to observe, during their interventions on the Buyer's sites, all applicable health and safety rules.

32 GENERAL

- 32.1 Each party warrants and represents to the other party that:
- 32.1.1 it has full power and authority to enter into these Conditions and fulfil its obligations under it;
- 32.1.2 there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect its ability to meet and carry out its obligations under these Conditions; and
- 32.1.3 its obligations under these Conditions constitute its legal, valid, and binding obligations.
- 32.2 The Supplier warrants and represents that all written statements and representations made by the Supplier as part of the procurement process are true and accurate except to the extent that the Supplier has otherwise disclosed to the Buyer in writing before the date of these Conditions.
- 32.3 No waiver by Buyer of any breach of these Conditions or a 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 agreement 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.

- 32.4 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions. If any provision or part-provision of these Conditions is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 32.5 These Conditions including any document referred to herein (more particularly a Contract), represents the entire agreement between the parties relating to the sale and purchase of the Goods (and Services) and supersedes all previous agreements, arrangements and understandings between the parties relating to the sale and purchase of Goods (and Services). No terms or conditions endorsed on, delivered with or contained in a quotation or order confirmation, invoice or other document submitted by the Supplier shall form part of these Conditions or a Contract, unless specifically agreed in writing by the Buyer.
- 32.6 The Supplier agrees that it will have no remedy in respect of any untrue representation innocently or negligently made by or on behalf of the Buyer prior to an Order being issued upon which the Supplier relied in entering into such Order whether such representation was made orally or in writing. Nothing in these Conditions, a Contract or an Order will exclude or limit the liability of the Supplier for fraudulent misrepresentation.
- 32.7 The Order is personal to the Supplier and the Supplier shall not assign, transfer or Subcontract any of its obligations under these Conditions or a Contract without the prior written consent of the Buyer. The Supplier shall remain at all times responsible and liable for the acts and omissions of any Subcontractor or third party acting on its behalf in connection with the supply of the Goods and shall ensure that each such Subcontractors and third parties comply with the terms of these Conditions as if they were the prime contractor of the supply of Goods. The Buyer may assign these Conditions or a Contract and/or its rights and obligations under it without the consent of the Supplier.
- 32.8 A person who is not a party to these Conditions or a Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions or a Contract.
- 32.9 Any notice given or made under or in connection with a Contract will be in writing and delivered to the Buyer's Head of Procurement (with a copy to the Head of Legal), either personally, by prepaid first class post (or registered carrier if the address for service is outside the United Kingdom). Notices will be deemed to have been duly given or made:
- 32.9.1 if delivered by hand, upon delivery at the registered office address of the relevant party;
or
- 32.9.2 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).
- 32.10 No variation of these Conditions shall be effective unless it is in writing, expressly refers to these Conditions and is signed by the Parties (or their authorised representatives).
- 32.11 A Contract may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

33 DISPUTE RESOLUTION

- 33.1 The parties shall procure that the parties' respective account managers shall meet and use their reasonable endeavours to resolve any Dispute promptly. If the Dispute is not resolved between such representatives within ten Business Days of receipt of a written notice from either party setting out the nature and particulars of the Dispute ("**Dispute Notice**"), the Dispute shall be referred to a senior executive from each of the parties for resolution. If the Dispute is not resolved within ten Business Days from the date of referral of the Dispute to the parties' senior executives, either party may by written notice to the other refer the matter to the Managing Director of the Supplier and the relevant function director of the Buyer for

resolution.

- 33.2 Save in relation to injunctive relief, neither party may commence any court proceedings in relation to any Dispute until it has attempted to settle the Dispute in accordance with Clause 33.1.
- 33.3 If and to the extent that the parties do not resolve the Dispute or any related issue within twenty Business Days of it being referred to the Managing Director of the Supplier and the relevant function director of the Buyer in accordance with Clause 33.1, either party may commence court proceedings in respect of such unresolved Dispute or issue.

34 GOVERNING LAW AND DISPUTES

- 34.1 These Conditions shall be governed by and construed in accordance with the laws of England and the Supplier agrees to submit to the exclusive jurisdiction of the English courts.