



STANDARD TERMS AND CONDITIONS OF PURCHASE

These standard terms and conditions of purchase (the "**Standard Terms**") shall govern, and be deemed incorporated into, the agreement to which these Standard Terms are attached between the Company and the Supplier for the purchase by the Company of Goods and/or Services (the "**Agreement**") to the exclusion of any terms and conditions of such Supplier. These Standard Terms and the Agreement shall together comprise the "**Contract**".

1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Terms, unless the context otherwise requires, the following terms shall have the following meanings:

affected party	the meaning ascribed to it in clause 15.1;
Business Day	a day other than a Saturday, Sunday or a bank holiday in the United States of America;
Business Hours	the period between 9.00am and 5.00pm during any Business Day;
Commencement Date	the meaning ascribed to it in the Agreement;
Company	the meaning ascribed to it in the Agreement;
Confidential Information	the meaning ascribed to it in clause 23;
Contract Manager	the individual appointed by each Party to act as its contract manager for the purposes of the Contract as set out in the Agreement (or as otherwise notified to the other Party from time to time);
Data Protection Legislation	Any data protection laws in the United States, including but not limited to the Federal Trade Commission Act, and the United Kingdom, including but not limited to the UK Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Data Retention (EC Directive) Regulations 2009, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications)

Regulations 2000 and all other related U.S., UK and EU legislation, regulation and statutory orders and all legislation and regulation having equivalent or similar effect anywhere in the world;

Delivery Address

the address to which the Goods are to be delivered, or at which the Services are to be performed (if appropriate), as stated on the relevant Order or, if no such address is stated, such location within the United States as the Company may notify the Supplier;

Delivery Date

the date on and the time at which the delivery of the Goods and/or performance of the Services shall be made as stated on the relevant Order or in any delivery instructions relating thereto;

Dispute

any dispute or claim arising out of, or in connection with, the Contract or in respect of the legal relationships established by the Contract;

Export Controls

all laws, regulations, codes and controls on the import and export of goods and services in and out of a country or relevant administrative area or applied by reason of the country of origin of the Products or part of them, including the United States' Export Administration Regulations, the International Traffic in Arms Regulations, the United Kingdom's and European Union's military and dual-use lists and any similar list each as amended, supplemented or substituted from time to time;

Force Majeure Event

the meaning ascribed to it in clause 15.1;

Good Industry Practice

the exercise of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a person with appropriate skill and experience exercising all due care and attention in seeking to comply with its contractual obligations and in compliance with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as those in which the relevant matter arises;

Goods	the goods (including any part or instalment thereof) agreed to be purchased by the Company from the Supplier and described in the relevant Order;
Intellectual Property Rights	trademarks, service marks, trade and business names, domain names, design rights, copyright, moral rights, rights in databases, patents, logos, rights to sue for passing off, trade secrets, rights in Confidential Information and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;
Loss	any loss (including, without limitation, loss of revenues and loss of profit), liability, damages, costs, claims or expenses, whether direct, indirect or consequential;
Order	any order placed by the Company (in the form set out in Appendix 1) for the supply of Goods and/or the performance of Services by the Supplier;
Personnel	any members, directors, officers, employees, agents, contractors, sub-contractors, sub-licensees, delegates or professional advisers of a Party or of any other member of its Group;
Price	the meaning ascribed to it in clause 4.1;
Relevant Policies	the meaning ascribed to it in clause 19.1.3;
Relevant Requirements	the meaning ascribed to it in clause 19.1.1;
Relevant Terms	the meaning ascribed to it in clause 19.2;
Restricted Party	a person or entity that is listed on, owned or controlled by, or acting on behalf of, a person listed on a Sanctions List, or otherwise a subject of Sanctions;
Sanctioned Country	any country or other territory that is subject to any Sanctions;
Sanctions	any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures

administered, enacted or enforced by a Sanctions Authority;

Sanctions Authority

(a) the Security Council of the United Nations; (b) the Department of State, the Department of the Treasury and the Office of Foreign Assets Control of the United States of America; (c) Council and the Commission of the European Union; (d) Her Majesty's Treasury of the United Kingdom; (e) any other relevant governments, departments, authorities, institutions or agencies;

Sanctions List

the Specially Designated Nationals and Blocked Persons list maintained by the United States' Office of Foreign Assets Control, the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury, or any similar list maintained by or public announcement of a Sanctions designation made by, a Sanctions Authority, each as amended, supplemented or substituted from time to time;

Services

the services (if any) agreed to be performed by the Supplier and described in the relevant Order;

Specification

any plans, descriptions, drawings, data or other like material or information supplied by the Company, specifically devised or created by the Supplier in connection with an Order or agreed in writing by the Company relating to the Company's requirements for the Goods and/or the Services;

Supplier

the meaning ascribed to it in the Agreement;

Term

the meaning ascribed to it in the Agreement;

VAT

value added tax and/or any similar, equivalent, replacement or additional tax anywhere in the world.

1.2 Unless the context otherwise requires, references in these Standard Terms (including the Appendices) to:

1.2.1 any of the masculine, feminine and neuter genders shall include other genders;

1.2.2 the singular shall include the plural and vice versa;

1.2.3 a "**person**" shall be construed as a reference to any individual, firm, company (including, without limitation, a limited liability company), corporation, government, state or agency of a state or any association or partnership

(whether or not having separate legal personality) of two or more of the foregoing;

- 1.2.4 a "**company**" shall include a reference to any body corporate;
- 1.2.5 a "**Group**" shall, in relation to any company, be construed as a reference to that company and any parent undertaking of that company and all subsidiary undertakings of that company and its parent undertaking from time to time;
- 1.2.6 a "**Party**" shall mean a party to the Contract and "**Parties**" shall be construed accordingly;
- 1.2.7 any time or date shall be construed as a reference to the time or date prevailing at the applicable U.S. Customer location; and
- 1.2.8 any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision (including all instruments, orders or regulations made thereunder or deriving validity therefrom) as in force at the date of the Agreement and as subsequently amended, consolidated, modified, extended, re-enacted or replaced.

1.3 The headings in these Standard Terms are for convenience only and shall not affect their meaning.

1.4 References to a clause, Appendix or paragraph are (unless otherwise stated) to a clause of or Appendix to these Standard Terms or to a paragraph of the relevant Appendix. The Appendices form part of these Standard Terms and shall have the same force and effect as if expressly set out in the body of these Standard Terms.

2. **TITLE TO GOODS**

2.1 It is a condition of the Contract that the Supplier:

- 2.1.1 has, and will have on the Delivery Date, full and unencumbered title to all the Goods and will have on the Delivery Date the full and unrestricted right, power and authority to sell, transfer and deliver all the Goods to the Company, at which point the Company will acquire valid and unencumbered title to them; and
- 2.1.2 is entitled to provide the Services to the Company.

3. **GOODS AND/OR SERVICES**

The quantity, quality and description of the Goods and/or the Services shall, subject to these Standard Terms, be as specified in the relevant Order and/or in any relevant Specification.

4. **PRICE AND PAYMENT**

- 4.1** The price of the Goods and/or the charge for the Services (the "**Price**") shall be as stated in the Agreement or the relevant Order and, unless otherwise agreed, shall be inclusive of all duties, taxes and levies (excluding any applicable VAT) and all charges for packaging, shipping, carriage, unloading, insurance and delivery of the Goods to the Delivery Address.
- 4.2** No variation in the Price may be made by the Supplier unless otherwise agreed in writing with the Company.
- 4.3** The Supplier shall be entitled to invoice the Company on or at any time after delivery of the Goods or performance of the Services (as the case may be) and each invoice shall quote the number of the Order to which such delivery and/or performance relates. Subject to the Company's acceptance of the Goods and/or Services pursuant to clause 9.4, payment by the Company shall be within ninety (90) days of the date of receipt of any invoice.
- 4.4** Without prejudice to any other right or remedy, the Company shall be entitled to set off against the Price any sums owed to the Company or any member of its Group by the Supplier under the Contract (including any rebate, reimbursement or similar right to which the Company becomes entitled under the Contract) or under any other agreement or arrangement between the Company or a member of its Group and the Supplier.
- 4.5** In no circumstances shall the time for payment be of the essence of the Contract.

5. DELIVERY / PERFORMANCE

- 5.1** Delivery of the Goods and/or performance of the Services shall be made to the Delivery Address (or such other place as is agreed by the Company in writing prior to delivery or performance) on the Delivery Date. Where the Delivery Date is to be specified by the Supplier after the placing of the relevant Order, the Supplier shall give the Company reasonable notice of the specified date.
- 5.2** The time of delivery of the Goods and/or performance of the Services shall be of the essence of the Contract and, as such, if the Supplier fails to deliver the Goods and/or perform the Services on or immediately before the Delivery Date, the Company may release itself from any obligation to accept and pay for the Goods and/or may terminate the Contract, in either case without prejudice to any other rights and remedies of the Company.
- 5.3** Upon delivery at the Delivery Address, the Supplier shall off-load the Goods at its own risk as directed by the Company and/or its agents/representatives. The point of delivery shall be when the Goods are removed from the transporting vehicle at the Delivery Address. Unless otherwise provided in the Contract, delivery shall include the unloading and stacking of the Goods by the Supplier's Personnel as directed by the Company and/or its agents/representatives.
- 5.4** The delivery of the Goods and/or performance of the Services shall be carried out in accordance with the relevant Order or any delivery instructions relating thereto. The Supplier shall supply the Company in good time with any instructions, documentation (including proof of delivery documentation) and other information it may reasonably

require to enable the Company to accept delivery of the Goods and/or performance of the Services, and the Company shall notify the Supplier from time to time as to its requirements in respect of such instructions, documentation and other information (and the necessary form thereof).

- 5.5** The Company may request that delivery be made by instalments. In such circumstances, the Contract will be treated as a single contract and not severable and breach in relation to any instalment, of whatsoever nature, shall entitle the Company, at its option and without prejudice to any other remedies it may have, to terminate the Contract and/or to claim damages.
- 5.6** The Company shall not be obliged to return to the Supplier any packaging or packing materials used in relation to the Goods.

6. PASSING OF TITLE AND RISK

- 6.1** Without prejudice to the Company's rights and remedies (including, without limitation, the Company's right of rejection under clause 9), title to the Goods shall pass to the Company upon delivery (or payment of the Price, if earlier).
- 6.2** Without prejudice to the Company's rights and remedies (including, without limitation, the Company's right of rejection under clause 9), risk in the Goods shall remain with the Supplier until such time as the Goods are delivered to the Company and are found to be in accordance with the requirements of the relevant Order and any relevant Specification.

7. NON-DELIVERY / NON-PERFORMANCE

- 7.1** If the Supplier fails to deliver the Goods (or any part thereof) or to perform the Services on or immediately before the Delivery Date or such other time as is specified in the Contract, the Company shall, without prejudice to any other remedies it may have, be entitled to:
- 7.1.1** require the Supplier to deliver substitute goods and/or perform substitute services free of any additional charge within the timescales specified by the Company (such substitute goods and/or services to correspond to the Order and (if applicable) Specification which the Supplier failed to comply with); or
 - 7.1.2** require the Supplier to refund the Price pro rata to the volume of the Goods and/or proportion of the Services which were not delivered or performed; or
 - 7.1.3** terminate the Contract, purchase other goods and/or services of the same or similar description and recover from the Supplier the amount by which the cost of so purchasing exceeds the Price which would have been payable to the Supplier in respect of the Goods and/or Services replaced by such purchase.
- 7.2** The Supplier recognises that late or short delivery, or delivery of defective Goods, may cause the Company direct, indirect and/or consequential loss and/or loss of profits

(including, by way of example, loss arising from the Company's inability to meet other contractual commitments) for which the Supplier agrees to be liable under these Standard Terms.

8. CHANGE MANAGEMENT / CANCELLATION OF ORDERS

8.1 Any proposal by the Supplier to alter the quantity, quality and description of the Goods and/or the Services must be notified to the Company and approved by the Company in writing prior to such Goods being despatched and/or Services performed.

8.2 The Company may by reasonable notice in writing to the Supplier at any time before the Delivery Date postpone delivery of the Goods and/or performance of the Services, change the Delivery Address or alter the quantity or volume of Goods and/or Services to be provided. In such circumstances, the Supplier shall use all reasonable endeavours to accommodate such request and, if unable to do so, shall promptly notify the Company accordingly, whereupon the Company shall have the right to cancel in whole or in part the Order to which such requested amendment related.

8.3 The Company shall be entitled to cancel an Order in whole or in part by giving notice to the Supplier at any time prior to delivery or performance, in which event the Company's sole liability shall be to pay to the Supplier a reasonable price for any work already completed by the Supplier, but the Company shall otherwise be free from liability.

9. INSPECTION, TESTING, REJECTION AND DEFECTS

9.1 The Company (and its authorised representatives and agents) shall have the right to inspect and test the Goods at any time prior to delivery.

9.2 The Company reserves the right to reject any Goods which are faulty or any Goods and/or Services which do not conform to the quality, standard or description specified in the relevant Order or any relevant Specification. The Company shall also be under no obligation to accept or pay for any Goods delivered in excess of the quantity specified in any Order. Any Goods which are rejected will be disposed of and will not be returned to the Supplier.

9.3 The Supplier shall be responsible for any defects and for any non-conformity of Goods and/or Services against the relevant Order or any relevant Specification. The Supplier shall promptly inform the Company of any adverse safety or other quality defects affecting the Goods and discovered subsequent to delivery, and of any evidence of which it becomes aware indicating that a safety or quality defect may exist or arise.

9.4 Without prejudice to clause 12.5, the Company shall not be deemed to have accepted the Goods and/or Services (even where physical delivery is receipted) until such time as it has had a reasonable opportunity to examine the Goods and/or Services following delivery and all Goods supplied and/or Services provided are, in any event, only accepted contingently upon their being in full conformity with the relevant Order and any relevant Specification, which acceptance shall not prejudice any of the Company's other rights in respect of the Goods and/or Services or any fault therein and, in particular, in respect of

hidden defects: (i) which could be observed only after use or close inspection (which inspection may not take place until a time subsequent to actual receipt); or (ii) which may not be apparent or discovered by inspection at the time of delivery, but which may be discovered at a later date. Neither payment of the Price by the Company nor the issue by the Company of a receipt note in respect of the Goods and/or Services shall constitute any admission of due performance by the Supplier.

10. INTELLECTUAL PROPERTY

10.1 The Supplier shall not use any Intellectual Property Rights owned by the Company and/or licensed to the Company by any customer of the Company without the Company's prior written consent.

10.2 Any Intellectual Property Rights in any Specification shall be the exclusive property of the Company and the Supplier agrees, at its own expense, to execute all such further documents and do all such further acts as the Company may reasonably request in order to ensure that all such rights are transferred to the Company. The Supplier acknowledges and agrees any such Specifications are prepared and created on a "work for hire" basis and shall become the property of Company at the conclusion of the Service or the receipt of the Good or upon earlier termination of this Agreement, and shall be delivered to Company by Supplier in both printed and electronic forms to Company's reasonable satisfaction, including without limitation that Specifications shall be delivered in .PDF and Auto-CAD formats.

10.3 To the extent required, the Supplier shall procure that the Company is granted a royalty-free licence sufficient for the Company, its customers or any member of its Group to make use of the Goods in the manner intended.

10.4 Where any Goods are to be supplied to the Company in packaging which incorporates the Company's labels and/or marks and/or those of its customers, the Company shall procure that the Supplier is granted a non-transferable, non-assignable, non-sub licensable, royalty-free, revocable licence to use such labels or marks for the sole purpose of performing its obligations under the Contract, provided that, if such Goods are rejected by the Company or not delivered by the Supplier (for whatever reason), the Supplier agrees that, prior to resale elsewhere, there must be complete removal of the relevant labels, marks and any packaging that would identify the Company or its customers.

11. INSURANCE

11.1 The Supplier shall for the duration of the Term, at its own cost and for the benefit of itself and the Company, maintain in full force and effect suitable insurance policies with reputable insurance providers to cover its relevant potential liabilities that may arise under or in connection with the Contract to the levels specified in the Agreement (or such other levels as may be agreed in writing between the Company and the Supplier). The Supplier shall at all times ensure that the Company's interest is noted on each insurance policy or that a generic interest clause has been included.

- 11.2** Supplier's insurance policies shall contain a provision that the policy shall not be cancelled or materially changed without 30 days' prior written notice to the Company. Supplier's workers' compensation and employers' liability policy will contain a waiver of subrogation by the Supplier and its insurance company in favor of the Company (to the extent permitted by applicable state law). The insurance policies shall also indicate that the Company has been included as an additional insured under the policies (excluding workers' compensation and employers' liability). The Supplier shall promptly supply to the Company on demand such evidence as the Company may require to show that each insurance policy is in full force and effect and that all necessary premiums have been paid.
- 11.3** If the Supplier shall fail to take out insurance in accordance with clause 11.1 or to produce sufficient evidence (in the opinion of the Company) that each insurance policy is in full force and effect in accordance with clause 11.2, the Company shall be entitled, at the Supplier's expense, to take out and maintain such insurance and shall be reimbursed on demand by the Supplier for its expenses in doing so.
- 11.4** The Supplier shall, where applicable, hold all insurance monies payable pursuant to this clause 11 on trust for the Company.

12. WARRANTIES AND LIABILITY

- 12.1** The Supplier represents and warrants to the Company that, as at the Delivery Date, the Goods will:
- 12.1.1** be of satisfactory quality;
 - 12.1.2** be free from defects in substance and workmanship, be merchantable, be non-infringing on the intellectual property of any third party, and be fit for the purposes held out by the Company or made known to the Supplier in writing prior to, or upon placement of, the Order;
 - 12.1.3** conform in all respects to the relevant Order and any relevant Specification or sample; and
 - 12.1.4** comply with all statutory requirements, regulations and codes of practice relating to their production and their subsequent use or resale by the Company. The Supplier recognises that the placing of any Order by the Company has been done in reliance upon the skill and expertise of the Supplier and any statements and representations made by it.
- 12.2** The Supplier represents and warrants to the Company that, throughout the Term, it shall comply with all applicable legal and regulatory requirements and codes of practice relating to its activities under this Contract together with the requirements of any governmental or regulatory authority, as they may change from time to time, and that all appropriate registrations, licences and authorisations are obtained in respect of the exercise of its rights and the performance of its obligations under the Contract. The Supplier shall keep the Company informed of all such laws, regulations, codes of practice and requirements as they shall from time to time be amended.

- 12.3** The Supplier represents and warrants to the Company that, throughout the Term, it shall comply with all policies and procedures of the Company that are notified by the Company to the Supplier from time to time, including those policies and procedures listed in Appendix 3.
- 12.4** The Supplier represents and warrants to the Company that it shall perform its obligations under the Contract, in accordance with Good Industry Practice and in compliance with all applicable laws. Without prejudice to the generality of the foregoing, the Supplier shall consistently apply at all times the experience, resources and competence to execute its obligations under and in accordance with the Contract as would be expected of a prudent and experienced supplier of similar goods or provider of similar services.
- 12.5** Without prejudice to any other remedy the Company may have, if any Goods and/or Services supplied shall not be in compliance with the warranties given in clauses 12.1, 12.2, 12.3, or **Error! Reference source not found.** or shall prove not to be in compliance with such warranties within twelve months following the Delivery Date, the Company shall be entitled (in its absolute discretion) to:
- 12.5.1** require the Supplier to deliver substitute goods and/or perform substitute services free of any additional charge within the timescales specified by the Company (such substitute goods and/or services to correspond to the Order and (if applicable) Specification which the Supplier failed to comply with); or
 - 12.5.2** require the Supplier to refund the Price pro rata to the volume of the Goods and/or proportion of the Services which were not in compliance; or
 - 12.5.3** terminate the Contract, purchase other goods and/or services of the same or similar description and recover from the Supplier the amount by which the cost of so purchasing exceeds the Price which would have been payable to the Supplier in respect of the Goods and/or Services replaced by such purchase.
- 12.6** Nothing in these Standard Terms or otherwise shall operate to exclude any warranty (express or implied), guarantee or condition on the part of the Supplier as to quality, non-infringement, merchantability, fitness for a particular purpose or any other matter implied by common law statute, custom of the trade or otherwise, all of which warranties, guarantees and conditions shall accordingly apply.
- 12.7** Goods and/or Services replaced in accordance with clauses 7.1.1 or 12.5.1 shall be subject to the provisions of the Contract in the same manner as those originally delivered under the Contract.
- 12.8** If the Supplier refuses or fails to repair or replace the Goods and/or the Services when requested under clauses 7.1.1 or 12.5.1, the Company may purchase other goods and/or services of the same or similar description and recover from the Supplier the amount by which the cost of so purchasing exceeds the Price which would have been payable to the Supplier in respect of the Goods and/or Services replaced by such purchase.

12.9 To the fullest extent permitted by law, the Supplier shall indemnify, defend, and hold Company harmless from and against all Loss suffered or incurred by the Company and/or its Personnel arising out of or in connection with:

12.9.1 any breach of warranty given by the Supplier in this Agreement or any failure by the Supplier or its Personnel to comply with their obligations under the Contract;

12.9.2 any claim or potential claim that the Goods infringe, or their importation, use or resale infringes, the Intellectual Property Rights or the rights in Confidential Information of any other person or any other third party rights;

12.9.3 any death or personal injury, or damage to property, caused by the Supplier, its Personnel or by the Goods save to the extent contributed to by the Company's gross negligence; or

12.9.4 any breach of this Agreement by Supplier.

13. TERMINATION

13.1 Without prejudice to its other rights and remedies, the Company shall be entitled to terminate the Contract with immediate effect by giving notice to the Supplier if any of the following occurs:

13.1.1 the Supplier has committed a material breach of the Contract (and where such breach is remediable) does not remedy such breach within 14 days after receipt of a notice from the Company specifying the breach and requiring it to be remedied;

13.1.2 the Supplier has committed a material breach of the Contract which is incapable of remedy;

13.1.3 the Supplier ceases or threatens to cease to carry on its business or disposes or threatens to dispose of the whole or a substantial part of its undertaking, property or assets or stops or threatens to stop payment of its debts in the reasonable opinion of the Company;

13.1.4 a voluntary arrangement or a scheme of arrangement or composition with its creditors is entered into in relation to the Supplier;

13.1.5 a dissolution occurs, a winding-up petition is presented (and not withdrawn or discharged within 14 days) or a winding-up resolution (other than a voluntary winding-up for reconstruction) is passed (whether by the directors or shareholders) in relation to the Supplier;

13.1.6 a liquidator, receiver or administrator is appointed in respect of the Supplier or any of its assets, or notice to appoint an administrator is given by the Supplier;

- 13.1.7** any event in a jurisdiction outside the United States similar or analogous to any of the events referred to in clauses 13.1.3, 13.1.4, 13.1.5 and/or 13.1.6 occurs in relation to the Supplier;
 - 13.1.8** the Supplier is affected by a Force Majeure Event which continues for a period of not less than 30 days and which prevents the Supplier from performing all, or a material part of, its obligations under the Contract; or
 - 13.1.9** there is a change in the control of the Supplier which the Company, in its absolute discretion, considers unsuitable.
- 13.2** Without prejudice to any unfulfilled Orders already placed by the Company, the Company may terminate the Contract at any time by giving not less than thirty (30) days' notice to the Supplier, in which event the Company's sole liability shall be to pay to the Supplier a reasonable price for any work already completed by the Supplier in relation to any unfulfilled Orders, but the Company shall otherwise be free from liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE TO THE SUPPLIER FOR ANY CONSEQUENTIAL, INCIDENTAL, TREBLE, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER BASED ON STATUTORY OR COMMON LAW, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, AND SUPPLIER HEREBY DISCLAIMS AND WAIVES ANY CLAIMS TO SUCH DAMAGES.
- 13.3** Upon expiry or termination of the Contract, the Contract shall cease and be void save that the provisions of clauses 1, 11.4, 12.9, this clause 13.3 and clauses 14 to 34 (inclusive) shall survive termination.

14. CONSEQUENCES OF TERMINATION

- 14.1** Upon expiry or termination of the Contract (howsoever caused), the Supplier shall:
- 14.1.1** at its own expense return to the Company (or, at the Company's request, destroy) all Confidential Information; and
 - 14.1.2** so far as reasonably practicable and at its own expense, undertake such tasks and provide such assistance and information as the Company may reasonably request in order to ensure an orderly handover of the Services to a replacement services provider (if appropriate).
- 14.2** The expiry or termination of the Contract (howsoever caused) shall be without prejudice to:
- 14.2.1** any other rights which either Party may have under the Contract;
 - 14.2.2** any rights and liabilities accrued prior to the date on which the expiry or termination takes effect; and
 - 14.2.3** any rights or obligations of either Party which are expressly stated to survive, or by their nature survive, expiry or termination of the Contract,

provided that the Company shall have no liability whatsoever to the Supplier for any Loss resulting from, or in connection with, the termination of the Contract pursuant to clauses 5.5, 7.1, 13.1 or 19.

15. FORCE MAJEURE

15.1 In this clause 15, "**affected party**" shall mean the Party seeking to invoke clause 15.2, and a "**Force Majeure Event**" shall mean any event or circumstance which is beyond the reasonable control of the affected party, including, but not limited to, flood, lightning, subsidence, terrorist act, fire or war, failure or shortage of power supplies, acts of government and industrial action of any kind (not involving the Personnel of the affected party).

15.2 The affected party shall not be under any liability to the other Party for any failure or delay in performing the Contract or any part of it to the extent that such failure or delay is caused by a Force Majeure Event and shall be entitled to a reasonable extension of time for performing its relevant obligations.

15.3 The affected party shall:

15.3.1 within two Business Days of a Force Majeure Event occurring, provide the other Party with full written details of the nature and extent of the Force Majeure Event in question, including the affected party's best estimate of the likely extent and duration of its inability to perform its obligations under the Contract as a result of such Force Majeure Event, and, thereafter, promptly provide any further information which the other Party reasonably requires;

15.3.2 use all reasonable endeavours to avoid or minimise the consequences of the Force Majeure Event in question and carry out its obligations and duties in such other ways as may be reasonably practicable; and

15.3.3 use all reasonable endeavours to bring the Force Majeure Event in question to a close as soon as reasonably practicable.

16. INDEPENDENT CONTRACTOR

The parties acknowledge that in performing their obligations hereunder, each party is acting as an independent contractor. Nothing in this Contract shall be construed to create a partnership, joint venture, franchise or other similar arrangement between the parties. Neither party has the authority to enter into any agreement, or make any warranty or representation on behalf of the other party, except where and to the extent specifically authorized to do so in writing. To the extent that either party utilizes its employees for the performance of its duties pursuant to this Contract, that party shall be solely responsible for the payment of salaries and wages to such employees and matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes), workers compensation, disability benefits, and all such other legal requirements of like nature applicable to such employees.

17. ACCESS TO INFORMATION

The Supplier will permit the Company, its authorised representatives and/or its authorised agents in reasonable numbers to enter the premises of, and to have access to, all documents and information kept by the Supplier, whether electronically (and in such case in machine-readable form and format) or otherwise, relating to the supply of the Goods and/or the performance of the Services, during Business Hours on no less than 48 hours' notice, for the purposes of ascertaining whether the Supplier is complying with its obligations under the Contract.

18. TRAINING

The Supplier shall procure that its Personnel undertake all training as reasonably requested by the Company from time to time in connection with the supply of Goods and/or Services.

19. ANTI-CORRUPTION COMPLIANCE

19.1 Notwithstanding the Supplier's general compliance obligations under clauses 12.2 and 12.3, the Supplier shall:

19.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the United States Foreign Corrupt Practices Act ("**US Bribery Act**") and the United Kingdom Bribery Act 2010 ("**UK Bribery Act**") (the US Bribery Act and the UK Bribery Act shall collectively be referred to as the "**Bribery Act**") or any equivalent legislation in any other jurisdiction to which the Supplier is subject (the "**Relevant Requirements**");

19.1.2 not engage in any activity, practice or conduct which would constitute an offense under the Bribery Act, including but not limited to any activity, practice or conduct which would constitute an offense under sections 1,2 or 6 of the UK Bribery Act if such activity, practice or conduct had been carried out in the United Kingdom;

19.1.3 comply with the Company's Anti-Corruption Policy provided by the Company to the Supplier, as the Company may update from time to time (the "**Relevant Policies**");

19.1.4 have and maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act or any equivalent legislation in any other jurisdiction to which the Supplier is subject, to ensure compliance with the Relevant Requirements, the Relevant Policies and this clause 19.1 and enforce them where appropriate;

19.1.5 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and

19.1.6 provide such supporting evidence of compliance as the Company may reasonably request, including, before the expiry of the Term, certify to the Company in writing (signed by a duly authorised officer of the Supplier) compliance with this clause 19 by the Supplier.

19.2 The Supplier shall ensure that any person associated with the Supplier who is providing goods or performing services in connection with the Contract does 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 19.1 (the "**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms. For the purposes of this clause 19, a person associated with the Supplier includes any of its Personnel.

19.3 Breach of this clause 19 by the Supplier shall be deemed a material breach of the Contract incapable of remedy which shall entitle the Company to terminate the Contract with immediate effect in accordance with clause 13.1.2, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company and provided always that the Company may recover from the Supplier the amount or value of any gift, consideration or commission deemed to be the cause of, or contributory to, the breach.

19.4 For the purposes of this clause 19, whether a person is associated with another person shall be as reasonably determined by the Company.

20. DATA PROTECTION

20.1 The Parties each warrant to the other that they have and will continue to maintain all such registrations which are necessary pursuant to the provisions of all applicable Data Protection Legislation in order to enable each Party to meet its obligations under this Contract, and each Party undertakes that any data will be corrected, maintained, processed and/or provided in compliance with all such applicable Data Protection Legislation and any regulations made thereunder.

20.2 Nothing in this Contract shall be construed as requiring either party to act in breach of its obligations under any applicable Data Protection Legislation.

21. MODERN SLAVERY

Notwithstanding the Supplier's general compliance obligations under clauses 12.2 and 12.3, the Supplier shall comply with all applicable laws, regulations and codes of practice with regards to human rights, labor laws and worker's rights, including but not limited to the United Kingdom's Modern Slavery Act 2015, and, in particular, not engage either directly or indirectly in any form of slavery, servitude, forced labor or human trafficking.

22. EXPORT CONTROLS AND SANCTIONS

- 22.1** Supplier warrants and represents that neither it, nor any of its Group, nor any Personnel of any of its Group:
- 22.1.1** is a Restricted Party or is engaging in or has engaged in any transaction or conduct that could result in it becoming a Restricted Party;
 - 22.1.2** is or ever has been subject to any claim, proceeding, formal notice or investigation with respect to Export Controls or Sanctions;
 - 22.1.3** is engaging or has engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Export Controls or Sanctions applicable to it;
 - 22.1.4** has engaged or is engaging, directly or indirectly, in any trade, business or other activities with, for the benefit of, or on behalf of, any Restricted Party;
 - 22.1.5** has violated or is violating applicable laws, statutes, regulations and codes relating to Export Controls or Sanctions.
- 22.2** The Supplier and every member of its Group shall:
- 22.2.1** comply with all Export Controls and Sanctions applicable to the Supplier or the Company;
 - 22.2.2** have and shall maintain in place throughout the term of this Contract its own policies and procedures to ensure compliance with Export Controls and Sanctions, and will enforce them where appropriate; and
 - 22.2.3** before the expiry of the Term, and annually thereafter, certify to the Company in writing (signed by a duly authorised officer of the Supplier) compliance with this clause 22 by the Supplier. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.
- 22.3** The Supplier and every member of its Group shall not:
- 22.3.1** directly or indirectly, market, offer for sale or sell Goods or Services with, nor shall the Supplier nor any member of its Group, directly or indirectly, send or receive funds to, from or via any Restricted Party;
 - 22.3.2** engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions applicable to it; or
 - 22.3.3** trade directly or indirectly with any person or entity incorporated or located in, or where there are grounds to believe that the Goods may be re-exported to, Iran, Syria or Sudan or any other country as may be specified by the Company from time to time.
- 22.4** Breach of this clause 22 by the Supplier shall be deemed a material breach of the Contract incapable of remedy which shall entitle the Company to terminate the Contract with immediate effect in accordance with clause 13.1.2, provided always that such termination

shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.

22.5 In the event that Sanctions or Export Controls are imposed that would, in the reasonable opinion of the Company, make it unlawful for the Supplier to perform its obligations under this Contract, the Company may withhold, suspend, withdraw or cancel Orders and deliveries placed by the Company with the Supplier.

22.6 Without prejudice to any other rights, the Company may terminate this Contract with immediate effect by giving notice to the Supplier if the Company is affected by any event of the type described in clause 22.5 which continues for a period of not less than 30 days and which prevents the Company from performing all, or a material part of, its obligations under this Contract.

23. CONFIDENTIALITY

23.1 The Supplier shall treat in confidence each Order, any Specification and all other information and materials, which are marked confidential or which are by their nature clearly confidential, obtained from the Company under or in connection with the Contract (the "**Confidential Information**") and the Supplier agrees not to disclose the same to any other person without the Company's prior written consent, save that the Supplier may disclose such Confidential Information to its own Personnel under conditions of confidentiality and then only to the extent necessary for the proper performance of the Contract or to the extent required by law, any regulatory requirement or regulatory authority.

23.2 Clause 23.1 shall not apply to any information: (i) which is already in the public domain otherwise than as a result of a breach of the Contract; (ii) which was rightfully in the possession of a Party prior to the disclosure by the other Party and acquired from sources other than such other Party; or (iii) obtained from a third party who is free to divulge such information.

23.3 No announcement, press release, circular, marketing or other promotion in connection with the subject matter of the Contract shall be made by or on behalf of the Supplier without the Company's written consent.

24. ASSIGNMENT/SUBCONTRACTING

24.1 The Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any member of its Group, provided that any act or omission of any member of its Group shall be deemed to be the act or omission of the Company.

24.2 Each Order is personal to the Supplier and the Supplier shall not, without the prior written consent of the Company, assign, transfer, charge, create a trust over or deal in any other manner with the Contract or any of its rights under it, or purport to do any of the same, nor sub-contract or otherwise delegate any of its obligations under the Contract.

25. VARIATIONS AND WAIVER

25.1 Without prejudice to clause 8, no variation or addition to, or amendment of, any Order, any Specification, the Agreement or these Standard Terms shall be effective unless expressly agreed between the Parties in writing, signed by an authorised representative of each Party and expressed to be such a variation.

25.2 Neither the approval by the Company of any Specification provided by the Supplier, nor the failure or delay by the Company in exercising any remedy, right, power or privilege under or in relation to the Contract, shall operate as a waiver of the same nor shall any single or partial exercise of any such remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

26. NO PARTNERSHIP OR AGENCY

Nothing in the Contract shall create, or be deemed to create, any partnership, agency or other relationship of employer and employee between the Parties.

27. ENTIRE AGREEMENT

The Contract (together with any documents referred to therein or required to be entered into pursuant to the Contract) contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of the Contract and any such document. Each Party acknowledges that it is entering into the Contract without reliance on any undertaking, warranty or representation given by or on behalf of the other Party other than as expressly contained in the Contract, provided that nothing in this clause shall limit or exclude liability for fraud or fraudulent misrepresentation.

28. COMMUNICATIONS/NOTICES

28.1 Any day-to-day communication between the Parties can be made by telephone or email.

28.2 Any communication or notice relating to the contents of the Contract or the substance of an Order must be given in writing (in English), marked for the attention of the relevant Contract Manager, and service must be effected by one of the following methods:

28.2.1 by hand to the relevant address and shall be deemed served upon delivery if delivered during Business Hours, or at the start of the next Business Day if delivered at any other time;

28.2.2 by prepaid first-class post or recorded delivery to the relevant address and shall be deemed served at the start of the second Business Day following the day on which it was posted; or

28.2.3 by prepaid international registered air mail (with proof of delivery) and shall be deemed served at the start of fifth Business Day following the day on which it was posted.

28.3 The respective addresses for service of notice under this Contract shall be the addresses set out in the Agreement.

28.4 A Party may change its address for service provided that the new address is within the same country and that it gives the other Party not less than twenty-eight (28) days' prior notice in accordance with this clause 28. Until the end of such notice period, service on either address shall be effective.

29. MISCELLANEOUS

This Contract shall inure to the benefit of, and shall be binding upon, the respective legal representatives, successors, and assigns of each of the parties. This Contract represents a compromise between the parties and is a product of arms-length negotiations. These parties have read this Contract completely and have had the opportunity to seek the advice and assistance of competent legal counsel. In the event that ambiguity exists or is deemed to exist in any provisions of this Contract, said ambiguity is not to be construed by reference to any doctrine calling for such ambiguity to be construed against the drafter of this Contract. The terms of the Contract may be rescinded or varied at any time by agreement of both the Company and the Supplier (in accordance with clause 25.1).

30. SEVERANCE

If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract which shall remain in full force and effect.

31. FURTHER ASSURANCE

Each Party shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by the Contract.

32. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

33. CONTRACT MANAGEMENT / DISPUTE RESOLUTION

33.1 The Parties shall each at all times during the Term appoint a Contract Manager for the purposes of the Contract.

33.2 The Parties shall in good faith use all reasonable endeavours to resolve any Dispute in accordance with this clause 33.

33.3 Either Party may, on serving written notice to the other Party, require a meeting of the Parties' Contract Managers to attempt to resolve any Dispute. The Parties' Contract Managers shall meet within 10 Business Days of service of the notice to the other Party calling the same. The notice shall set out details of the Dispute, together with the place, time and date on which the meeting is to take place. The Contract Managers shall attempt in good faith and use all reasonable endeavours to resolve the Dispute.