

STANDARD TERMS AND CONDITIONS OF PURCHASE

These terms and conditions ("Conditions") apply to all transactions for the supply of any products and/or services ordered by or to be supplied to Argent Energy Holdings Limited (Company number: 08562451) whose registered office is Swire House, 59 Buckingham Gate, London, SW1E 6AJ or by or to any subsidiary company of Argent Holdings Energy Limited ("subsidiary" having the meaning given to it by sections 1159 and 1160 of the UK Companies Act 2006) (together, the "Buyer").

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions unless the context requires otherwise the following words have the following meanings:

"Applicable Laws"	means, for the time being: (a) any law, statute, regulation, bylaw, ordinance or subordinate legislation which is in force; (b) any binding Court order, judgment or decree; and (c) any industry licence, code, policy, guidance, standard or accreditation terms: (i) enforceable by law which is in force for the time being; and/or (ii) stipulated by any relevant regulatory authority.
"Confidential Information"	means any information concerning either Party's business, affairs, technical or commercial know-how, specifications, inventions, processes or initiatives, customers, clients or suppliers.
"Contract"	means any contract between the Buyer and the Supplier for the sale and purchase of Goods and/or the supply of Services in accordance with these Conditions.
"Delivery"	means completion of the delivery of the Goods and/or Services pursuant to the Contract in accordance with clause 6 (Delivery) and the other requirements of these Conditions.
"Delivery Date"	means such date as is set out in the Order (as may be amended by the Parties in accordance with these Conditions).
"Delivery Point"	means the address and any specified area, as set out in the Order (as may be amended by the Parties in accordance with these Conditions).
"Force Majeure"	means any cause preventing either Party from performing any or all of its obligations under the Contract which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented (but for the avoidance of doubt excluding strikes, lockouts or other industrial disputes which have their origin within the employees of the Party so prevented or default of suppliers or sub-contractors or breakdown of vehicles).
"Good Industry Practice"	means all relevant practices and professional standards which would be expected of a leading expert supplier of goods and/or services substantially similar to the Goods and/or Services to customers of the same nature and size of the Company.
"Goods"	means any products ordered by the Buyer from the Supplier or to be supplied by the Supplier to the Buyer (including any instalment of the Goods or any part of them and any products and/or materials used in the performance of Services in which ownership is intended to pass to the Buyer once the Services have been performed) as set out in the Order.
"Intellectual Property"	means any and all intellectual property rights including patents, trade marks, design rights, copyright, rights in databases, domain names, topography rights, know-how, look and feel, rights in confidential information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other party of the world) together with the right to apply for registration of and/or register such rights, any and all goodwill relating or attached thereto and all extensions and renewals thereof.
"Losses"	means all losses, claims, proceedings, demands, actions, liabilities, fines, charges, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (in each case whether internal or external costs).
"Material"	means any inventions, discoveries, documents, information, items, data, designs, prototypes, drawings, formulations, know-how or other material (in whatever form) including software, firmware, computer programs, documented methodologies blueprints, processes and procedures (including without limitation any records, specifications, business rules and requirements, user manuals, user guides, operations manuals, training materials and instructions).
"Month"	means a calendar month.
"Party" and "Parties"	means a party to, or the parties to the Contract.
"Order"	means the order placed by the Buyer with the Supplier for the purchase of the Goods and/or provision of the Services for the duration of the Term.
"Price"	means the price of the Goods and/or the charge for the Services, as set out in clause 4 of these Conditions.
"Services"	means the services and/or work to be performed by the Supplier for the Buyer as described in the Order.
"Specification"	means the quality and/or description of the Goods and/or Services as set out in the Order or as agreed in writing between the Parties including but not limited to any plans, drawings, data, samples, patterns or other information relating to the Goods or Services, as set out in the Order.
"Supplier"	means the person, firm or company to whom the Order is addressed or from whom the Buyer purchases the Goods and/or Services.
"Supplier Code of Conduct"	means the Buyer's code of conduct for suppliers, a copy of which is available upon request to the Buyer and may be amended and notified to the Supplier from time to time.
"Supplier Complaints Procedure"	means the Buyer's procedures for evaluating the Supplier's performance in relation to the supply of specified key materials, a copy of which has been provided to the Supplier and may be amended and notified to the Supplier from time to time.
"Supplier Equipment"	means all plant, equipment, vehicles, temporary buildings, materials, tools, stores, machinery, apparatus, articles and other things of any kind brought onto the Delivery Point by or on behalf of the Supplier for use in the supply and delivery and/or off-loading of the Goods and/or services, but not themselves being part of the Goods and/or Services.
"VAT"	means value added tax and any such tax amending or replacing the same or the equivalent taxation in the relevant jurisdiction.
"Working Days"	means any day other than a Saturday, Sunday or public bank holiday in England, when banks in London are open for business.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a Party includes its personal representatives, successors and permitted assigns.
- 1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.5 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.
- 1.6 Reference to any statute or statutory provision includes a reference to the same as amended, re-enacted, consolidated or extended and all subordinate legislation made pursuant to it.
- 1.7 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.8 A reference to **writing** or **written** excludes faxes but not e-mails.

2. BASIS OF PURCHASE

- 2.1 The Order constitutes the Buyer's offer to the Supplier to purchase the Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall become binding upon the earlier of either the Supplier issuing unconditional written acceptance of the Order or the Supplier performing any act consistent with fulfilling the Order, at which date the Contract shall come into existence.
- 2.3 These Conditions shall apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate (including on any quotation or acceptance), or which are implied by trade, custom, practice or course of dealing. Unless expressly excluded, the Contract shall include the Supplier Code of Conduct, the Supplier Complaints Procedure (if applicable), any applicable Specification, the Order and any special terms and conditions agreed in writing between the Buyer and the Supplier.
- 2.4 If there is any conflict in meaning between the documents which form the Contract, the parts of the Contract shall prevail and take priority in the following order:
 - 2.4.1 any special conditions agreed in writing;
 - 2.4.2 the Order;
 - 2.4.3 these Conditions;
 - 2.4.4 the Specification;
 - 2.4.5 the Supplier Code of Conduct; and
 - 2.4.6 the Supplier Complaints Procedure.
- 2.5 No variation to the Order, the Contract or these Conditions shall be binding unless agreed in writing with the authorised representative of the Buyer.
- 2.6 These Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. SPECIFICATION

- 3.1 The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any Specification supplied by the Buyer to the Supplier or agreed in writing by the Buyer. Where a particular standard or performance is specified they shall conform to such performance standard. Where no particular standard of performance is specified the Goods and/or Services shall comply with the relevant current standard specification applicable to the United Kingdom as authorised from time to time by the British Standards Institute or the International Standards Organisation and/or with any relevant trade practice applicable in the United Kingdom.
- 3.2 The Supplier acknowledges that conformity with the Specification is a condition of the Contract and the Buyer shall be entitled to reject any of the Goods and/or Services which are not in conformity with the Specification.
- 3.3 Any Specification supplied by the Buyer to the Supplier, or specifically produced by the Supplier for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in all Specifications shall be the exclusive property of the Buyer.
- 3.4 The Supplier shall comply with all Applicable Laws concerning the manufacture, labelling, packaging, storage and delivery of the Goods and/or the performance of the Services, including the Supplier Code of Conduct. Any quality or Specification control procedure necessary to comply with the Order shall be carried out by the Supplier and the Supplier shall provide the Buyer with details of such procedures and notice in advance of any changes to procedures or manufacturing process.
- 3.5 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.6 The Supplier shall not unreasonably refuse any request by the Buyer to inspect and test the Goods and/or Services. For Goods this may be during manufacture, process or storage at the premises of the Supplier or any third party prior to delivery, and the Supplier shall provide the Buyer with all facilities reasonably required for inspection and testing. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. For Services the Buyer shall have the right to inspect and perform on the Services (or any part of them including work-in-progress) the specific tests (if any) set out in the Specification and such other tests as it considers reasonable to ascertain the conformance of the Services with these Conditions. Such inspection and/or testing may take place at all reasonable times at the Delivery Point and/or at the Supplier's premises (as the case may be) and the Supplier shall procure that access is given to the Buyer to all such premises for that purpose and that all reasonable assistance is given to the Buyer. The Buyer may at any time at the point of inspection and/or testing reject the Services which, in the reasonable opinion of the Buyer, are not in conformance with these Conditions.
- 3.7 If, as a result of inspection or testing, the Buyer is not satisfied that the Goods and/or Services will comply in all aspects with the Contract, and the Buyer so informs the Supplier within 28 days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance. The Buyer may conduct further inspections and tests after the Supplier has carried out its remedial actions to ensure compliance.
- 3.8 Any Goods provided by the Supplier, shall be marked in accordance with the Buyer's instructions and any Applicable Laws or requirements of the carrier. In particular they must be marked with the Order number and sufficient detail to identify the Goods and must give clear indications of any hazardous aspects of the Goods. The Goods shall be properly packed and secured at the Supplier's expense to reach their destination in an undamaged condition in the ordinary course.

4. PRICE OF THE GOODS AND SERVICES

- 4.1 The price of the Goods and/or Services shall be as stated in the Order and, unless otherwise stated, shall be:
 - 4.1.1 exclusive of any applicable VAT (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
 - 4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery to the Delivery Point and any duties, imposts or levels other than VAT.
- 4.2 No increase in the Price may be made or extra charges imposed (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange, a failure to obtain correct information or to foresee any matter which might affect or have reasonably affected the provision of the Goods or Services or otherwise) without the prior consent of the Buyer in writing.
- 4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

5. TERMS OF PAYMENTS

- 5.1 The Supplier shall be entitled to invoice the Buyer on or at any time after delivery of the Goods and/or performance of the Services. Each invoice shall quote the number of the Order, advice notice number and the location to which the Goods and/or Services were delivered.
- 5.2 Unless otherwise stated in the Order, the Buyer shall pay the Price no later than the first Working Day after expiry of thirty (30) days from the end of the Month during which the invoice is received by the Buyer or, if later, after acceptance of the Goods and/or Services in question by the Buyer.
- 5.3 The Buyer may withhold payment of sums due to the Supplier or set-off sums due from the Supplier to the Buyer against sums due to the Supplier at no additional cost to itself where it has reasonable grounds for so doing and, for the avoidance of doubt, any non-payment arising from any such withholding or set-off shall not be regarded as a breach by the Buyer of these Conditions. However, unless otherwise agreed in writing by the Buyer the Supplier shall not be entitled to make any withholding or set-off against the Buyer unless the Supplier is required by law to make such withholding or set-off or such withholding or set-off is admitted or agreed in writing by the Buyer or awarded by any court or in any arbitration or adjudication. 5.4 If the Buyer fails to make a payment due to the Supplier under the Contract by the due date then the Buyer shall pay interest on the overdue sum at a rate of 2% a year above the Bank of England's base rate, from time to time, whether before or after judgement.

6. DELIVERY

- 6.1 The Goods shall be delivered and the Services performed at the Delivery Point, at the time and date and in the manner specified in the Order, or as subsequently agreed in writing between the Buyer and the Supplier. Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Order, the Supplier shall give the Buyer reasonable notice of the specified date.
- 6.2 The Buyer reserves the right to adjust the specified date of delivery at any time.
- 6.3 The time of delivery of the Goods and/or performance of the Services shall be of the essence of the Contract.
- 6.4 If the Supplier fails to deliver to and/or off-load any Goods and/or Services to the correct Delivery Point (otherwise than by reason of fault on the part of the Buyer), the Supplier shall be solely responsible for the costs of correctly re-delivering SUCH Goods and/or Services within an agreed timescale with the Buyer. Should the Supplier fail to do this The Buyer shall be entitled to terminate the Contract in respect of the undelivered Goods and/or unperformed Services or in respect of any other Goods and/or Services already delivered which cannot be effectively and commercially used by reason of the non-delivery and without prejudice to any other rights it may have against the Supplier.
- 6.5 The Supplier shall not deliver the Goods and/or perform Services in instalments without the Buyer's prior written consent. If the Goods are to be delivered and/or the Services are to be performed by instalments, the Contract will be treated as a single contract and will not be severable.
- 6.6 The Buyer shall be entitled to reject any Goods and/or Services delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods and/or Services until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent. The rejected Goods and/or Services shall to the extent reasonably possible be returned to the Supplier at the Supplier's risk and expense. The Buyer may require the Supplier within a reasonable time to replace the rejected Goods and/or Services which are in all respects in accordance with the Contract. The Supplier shall reimburse the Buyer for any monies paid by the Buyer for rejected Goods and/or Services not replaced by the Supplier and any additional expenditure over and above the Price reasonably incurred by the Buyer in obtaining replacement Goods and/or Services.
- 6.7 The Supplier shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and/or performance of the Services.
- 6.8 The Buyer shall not be obliged to return to the Supplier any packaging or packing materials of the Goods, whether or not any Goods are accepted by the Buyer.
- 6.9 Each delivery or consignment of the Goods must be accompanied by a detailed advice note stating the Order number, the date and number of the delivery schedule together with identification particulars of the Goods supplied and must be displayed prominently. The Buyer shall not have any responsibility or incur any liability for Goods sent without an advice note.

7. RISK AND PROPERTY

- 7.1 Risk of damage to or loss of the Goods and/or Services shall pass to the Buyer on completion of Delivery to the Buyer in accordance with the Contract.
- 7.2 Without prejudice to any right of rejection which may accrue to the Buyer under the Conditions, ownership of the Goods and/or Services shall pass to the Buyer on completion of Delivery unless payment for the Goods and/or Services is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods and/or Services have been appropriated to the Contract.

8. PERFORMANCE OF SERVICES

- 8.1 In providing the Services, the Supplier shall comply with the Supplier Code of Conduct and the Supplier warrants, represents and undertakes to the Buyer that it shall:
- 8.1.1 perform the Services (a) with reasonable care, skill and diligence in accordance with Good Industry Practice; (b) in accordance with (and shall ensure that its employees and agents comply in all respects with) all Applicable Laws and all relevant aspects of the Safe Systems of Work; and (c) in such a manner as to guarantee that the performance of its obligations under these Conditions shall not result in a breach or violate any contract, undertaking or commitment where the Supplier is a party;
- 8.1.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- 8.1.3 ensure that the Services will conform with all descriptions and Specifications set out in the Order;
- 8.1.4 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 8.1.5 obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws and not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business;
- 8.1.6 observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises;
- 8.1.7 unless specifically provided for herein, the Supplier, or its agent, shall, at its sole cost and expense, provide, install, maintain, repair, operate and control any Supplier Equipment reasonably required for the provision of its obligations under the Contract; and
- 8.1.8 the Buyer shall have no liability for any loss or damage to the Supplier Equipment while at the Delivery Point save to the extent it is caused solely and directly by the Buyer's negligent act or omission.

9. WARRANTIES RELATING TO THE GOODS

- 9.1 The Supplier warrants, represents and undertakes to the Buyer that it shall:
- 9.1.1 supply the Goods in accordance with (and shall ensure that its employees and agents comply in all respects with) all Applicable Laws, all relevant aspects of the Safe Systems of Work, the terms of these Conditions and (to the extent not in conflict with this requirement) Good Industry Practice;

- 9.1.2 the Goods will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed (and in particular if the Goods are to be used for food packaging the Goods shall be fit for that purpose) and will remain so for a period of twelve (12) Months from the date of first commercial use of the Goods (but in any event not later than eighteen (18) Months after the Delivery Date);
- 9.1.3 ensure that the Goods will conform with all descriptions and Specifications set out in the Order; and
- 9.1.4 supply the Goods in such a manner as will be suitable for the purpose indicated by or to be reasonably inferred from the Specification, and so as to guarantee that the Supplier's provision of the Goods and performance of its obligations shall not result in a breach or violate any contract, undertaking or commitment where the Supplier is a party.

10. PRODUCT RECALL – GOODS ONLY

- 10.1 Each Party shall comply with the reasonable instructions of the other in connection with any product recall initiated by either Party or any third party in connection with the Goods.
- 10.2 If the Supplier is found to have caused a product recall as a result of the Supplier's breach of Contract including, but not limited to, the delivered Goods not complying with the undertakings set out in the Contract, the Supplier shall bear the full costs of undertaking such product recall exercise, unless it is able to establish by means of written evidence that any act or default of the Buyer has contributed to the product recall exercise in which case the Buyer will bear a fair and reasonable percentage share of such costs.

11. SUPPLIER COMPLAINTS PROCEDURE

- 11.1 If the Goods and/or Services are of the type described in the Supplier Complaints Procedure then the Supplier undertakes to deliver the Goods and/or Services, and agrees to be evaluated and scored as to its performance in relation to the supply of the relevant Goods and/or Services, against the criteria indicated in, and in accordance with, the Supplier Complaints Procedure.
- 11.2 The Supplier acknowledges that in the event of its performance being scored in the identified bands below the desired ninety-five per cent (95%) score, the Buyer shall have available to it the remedies specified in accordance with those bands as set out in the Supplier Complaints Procedure without limiting any of its other rights or remedies as set out in these Conditions.

12. BUYER'S REMEDIES

- 12.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Buyer shall, without limiting or affecting its other rights or remedies, have one or more of the following rights and remedies:
 - 12.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 12.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 12.1.3 to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
 - 12.1.4 where the Buyer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
 - 12.1.5 to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates.
- 12.2 Unless otherwise expressly stated in the Order, if the Goods or Services (as applicable) are not delivered by the applicable date, the Buyer may, at its option, claim or deduct two per cent (2%) of the price of the Goods or Services (as applicable) for each week's delay in delivery by way of liquidated damages up to a maximum of ten percent (10%) of the total price of the Goods or Services (as applicable). If the Buyer exercises its rights under this clause 12.2 it shall not be entitled to any of the remedies set out in clause 12.1 in respect of the Goods' or Services' late delivery during the period in which such liquidated damages are claimed. If the Buyer has exhausted its rights to liquidated damages pursuant to this clause 12.2 but the delayed Goods or Services have still not been supplied, the Buyer shall be entitled to terminate the Contract with immediate effect by giving written notice to the Supplier.
- 12.3 If the Supplier has delivered Goods or provided Services that do not comply with the undertakings set out in the Contract, then, without limiting its other rights or remedies, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods or Services:
 - 12.3.1 to reject the Goods or Services (in whole or in part) whether or not title has passed and to return the Goods to the Supplier at the Supplier's own risk and expense;
 - 12.3.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 12.3.3 to require the Supplier to repair or replace the rejected Goods or perform the Services again within 5 Working Days of receiving written notice to do so, in which case the warranties provided under these Conditions shall apply to the repaired or replacement Goods or Services for the applicable period running from the date of repair or replacement, or to provide a full refund of the price of the rejected Goods or Services (if paid);
 - 12.3.4 to refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
 - 12.3.5 to recover from the Supplier any expenditure incurred by the Buyer in obtaining substitute goods and/or services from a third party; and
 - 12.3.6 to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Supplier's failure to supply Goods and/or Services in accordance with the Contract.
- 12.4 The Supplier shall indemnify and keep indemnified the Buyer in full against any and all liability (whether direct, indirect or consequential in nature), Losses awarded against, incurred or paid by the Buyer as a result of or in connection with:
 - 12.4.1 any claim that the Goods and/or Services infringe, or their manufacture, importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person except to the extent that the claim arises from the compliance with any Specification supplied by the Buyer;
 - 12.4.2 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, defects in Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - 12.4.3 any claim made against the Buyer by a third party arising out of, or in connection with, the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 12.5 This clause 12 shall survive termination of the Contract.

13. INSURANCE

- 13.1 The Supplier shall effect and maintain at its own cost any insurances, including but not limited to professional indemnity insurance, product liability insurance and public liability insurance for such period as is necessary to ensure that insurance is provided for all of the Supplier's liabilities arising under or in connection with the Contract irrespective of when any claim in relation to any such liability is made.
- 13.2 The Insurances shall be effected and maintained with insurance companies with an AM Best claims rating of no less than A.
- 13.3 On the Buyer's written request, the Supplier shall provide the Buyer with satisfactory evidence of the insurance policies and details of the cover it has in place.

- 13.4 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
- 13.5 The Supplier's liability under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 13.1.
- 13.6 If the Supplier is in breach of clause 13.1 the Buyer may itself pay any premiums required to keep any of the Insurances in force or may procure such Insurances. In either case, the Buyer may recover such premiums from the Supplier, together with all expenses incurred in procuring such insurance, as a debt immediately due and payable.

14. CHANGES

- 14.1 The Buyer shall have the right, by reasonable written notice to the Supplier, to change the nature of any Goods and/or Services covered by the Contract, including any Specification or the time, method or place of delivery and/ or any other matter in relation to these Conditions.
- 14.2 If the Buyer exercises the right set out in clause 14.1 above, the Supplier shall proceed promptly to make the changes in accordance with the terms of the notice.
- 14.3 If any such change causes an increase or decrease in the Price or in the time required for the performance of the Contract, an equitable adjustment shall be negotiated promptly and the Contract shall be modified in writing accordingly.
- 14.4 The Supplier shall deliver to the Buyer as promptly as possible, and in any event within 10 Working Days after receipt of the Buyer's notice, a statement showing the effect of any such change in the Delivery Date(s) and the Price.

15. CANCELLATION

- 15.1 The Buyer shall be entitled to cancel any Order in respect of all or part only of the Goods and/or the Services for any reason whatsoever by giving notice to the Supplier at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Supplier the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Supplier's net saving of costs arising from cancellation.
- 15.2 The Buyer shall not be liable for any loss or damage, including consequential or indirect loss or damage or loss of anticipated profits, suffered by the Supplier or any third party as a result of such cancellation.
- 15.3 Cancellation pursuant to clause 15.1 shall be without prejudice to any liability of the Supplier to the Buyer.

16. INTELLECTUAL PROPERTY AND BUYER'S PROPERTY

- 16.1 Save as provided in clause 16.2, all right, title and interest (including all Intellectual Property) in and to: (a) patterns, dies, moulds, tooling, drawings or materials supplied by the Buyer or prepared or obtained by the Supplier for and at the sole cost of the Buyer (the "Buyer's Property"); and (b) the Materials shall be the exclusive property of and shall vest in the Buyer upon creation. The Supplier shall not be entitled to use the whole or any part of the Materials except as permitted by the Contract.
- 16.2 All right, title and interest (including all Intellectual Property) in those elements of the Materials which were created by the Supplier prior to or independently of the performance of the Contract (the "Background Elements") shall be the exclusive property of the Supplier. The Customer shall not be entitled to use the whole or any part of the Background Elements except as permitted by the Contract.
- 16.3 The Supplier hereby grants to the Buyer a non-exclusive, world-wide, royalty free, irrevocable, perpetual and fully transferable licence for the Buyer to use the Background Elements to facilitate the use of the Materials for the business purposes of the Buyer.
- 16.4 Where the Materials include software, the software shall be delivered in both object code and source code in the form specified in the Order. The source code shall be accompanied by such programmer's notes, diagrams, flowcharts, algorithms, routines, file and data structures, coding, coding information and specifications as are necessary for a reasonably skilled software engineer to use, develop, copy, maintain, support, correct, improve, adapt, modify and exploit the relevant software.
- 16.5 The Supplier shall, at the request of the Buyer, sign and execute and shall procure the signature and execution of all assignments, instruments and other documents, and shall do and shall procure the doing of all acts (including the waiver of moral rights in copyright), as may be necessary or designable to give effect to clause 16.1 and/or assist the Buyer and/or its nominee to protect, maintain and enforce the rights acquired by the Buyer pursuant to clause 16.1.
- 16.6 On completion of the Contract (or otherwise as directed by the Buyer), the Supplier shall immediately return the Buyer's Property to the Buyer in good condition until returned to the Buyer. . If the Supplier fails to do so, then the Buyer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 16.7 Should the Supplier fail to return the Buyer's Property, the Buyer may either withhold payment until it is so returned or withhold such part of the payment due as may be required to replace the Buyer's Property.
- 16.8 The Supplier shall not use or copy the Buyer's Property or authorise or knowingly permit it to be copied or used by anyone else, for or in connection with, any purpose other than the supply of the Goods and/or Services to the Buyer. 16.9 The Supplier shall indemnify and hold the Buyer harmless from and against any and all Losses suffered or incurred by or awarded against the Buyer as a result of or in connection with any claim that receipt of the Goods, Services and/or use of the Materials infringes the Intellectual Property or other rights of a third party.

17. TERMINATION

- 17.1 The Buyer may terminate the Contract in whole or in part at any time before delivery of the Goods or Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Buyer shall pay the Supplier fair and reasonable compensation for any direct costs incurred in relation to work in progress on the Goods or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 17.2 The Buyer shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
- 17.2.1 the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) Working Days of the Supplier being notified in writing to do so;
- 17.2.2 the Supplier is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken (including without limitation the making of an application on the giving of any notice) by it or by any other person in respect of any of these circumstances (except for the purposes of amalgamation or reconstruction and in such manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on that other Party under the Contract);
- 17.2.3 the Supplier ceases or threatens to cease to carry on business, or
- 17.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 17.3 Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination.
- 17.4 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

18. LIABILITY

- 18.1 The restrictions of liability in this clause 18 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 18.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 18.2.1 death or personal injury caused by negligence;
- 18.2.2 fraud or fraudulent misrepresentation;
- 18.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 18.2.4 defective products under the Consumer Protection Act 1987; or
- 18.2.5 in the case of the Supplier, any breach of clause 16 (Intellectual Property), clause 19 (Confidentiality) or the Schedule (Data Protection).
- 18.3 Subject to clause 18.2, the Buyer's total liability to the Supplier under a Contract shall not exceed the price of the Goods or Services supplied under that Contract.
- 18.4 Subject to clause 18.2, the Supplier's total liability to the Buyer under a Contract shall not:
- 18.4.1 for any risks or liabilities for which the Supplier is required to maintain insurance in accordance with the Contract, exceed the applicable cover level; and
- 18.4.2 for any uninsured liabilities, exceed £200,000.
- 18.5 Subject to clause 18.2, the Buyer shall not be liable to the Supplier for any indirect or consequential loss.

19. CONFIDENTIALITY

- 19.1 Neither Party shall use and/or disclose to any person any Confidential Information which is (a) acquired by it about the other Party; (b) disclosed by one Party to the other Party; or (c) generated by one Party using the other Party's Confidential Information except in the proper performance of the Contract and except as permitted by clause 19.3.
- 19.2 The Order, the Contract and its subject matter shall be treated as confidential by the Supplier and shall not be disclosed to any third party and the Supplier shall not use the Buyer's name or endorsement without the Buyer's prior written consent.
- 19.3 Each Party may disclose the other Party's Confidential Information:
- 19.3.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract. Each Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with this clause 19.3; and
- 19.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

20. ASSIGNMENT AND SUB-CONTRACTING

- 20.1 The Supplier shall not without prior written consent of the Buyer assign, transfer, mortgage, charge, subcontract, declare a trust over or delegate any or all of its rights, obligations or interest in the Contract (or any part of it).
- 20.2 The Buyer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- 20.3 If the Buyer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

21. FORCE MAJEURE

- 21.1 Neither Party shall be in breach of the Contract or otherwise liable for any delay or failure in performing its obligations under the Contract as a result of events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, war, flood, fire, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. The time for performance of such obligations shall be extended accordingly. If the event causing such delay or failure continues for in excess of one (1) Month, the Contract may be terminated at the option of the Party not affected by the event.

22. GENERAL

- 22.1 Any notice required or permitted to be given by either Party to the other under these Conditions shall be in writing addressed to that other Party either by email, to the address set out on the Order or otherwise notified by a Party from time to time, or at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice.
- 22.2 No waiver by the Buyer of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the Supplier or any other person.
- 22.3 If any provision or part-provision of the Contract is held by any competent authority to be invalid or unenforceable in whole, or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 22.4 The Contract constitutes the whole agreement between the Parties and it supersedes and extinguishes any prior written or oral agreement between them and is not affected by any other promise, assurance, representation, warranty, usage, custom, course of dealing and understandings between them relating to its subject matter. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in these Conditions shall exclude liability for any fraudulent statement or act made prior to the date of the Contract.
- 22.5 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Buyer.

23. DATA PROTECTION

- 23.1 If and to the extent that the Supplier processes personal data on behalf of the Buyer under or in connection with the Contract, each Party will comply with their data protection obligations set out in the Schedule.

24. ANTI-BRIBERY

- 24.1 The Buyer has a zero tolerance policy towards bribery and corruption, including as regards providers of services to the Buyer and facilitation payments/grease payments. The Supplier will comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations including but not limited to the Bribery Act 2010, and, in any event, will not and will procure that its employees and service providers (including its subcontractors, agents and other intermediaries) will not corruptly offer, give or agree to give any person whatsoever (including but not limited to private individuals, commercial organisations and public officials) ("Person"), or corruptly solicit, accept or agree to accept from any Person, anything of value, either directly or indirectly, in connection with this Contract (the "**Anti-Corruption Obligation**").
- 24.2 The Supplier shall 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.
- 24.3 The Supplier shall have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Corruption Obligation and clause 24.2 and will enforce them where appropriate.
- 24.4 The Supplier shall on an on-going basis: (a) promptly report to the Buyer 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 (b) immediately disclose in

- writing to the Buyer details of any breach of the Anti-Corruption Obligation; (c) on request, use best endeavours to co-operate with the Buyer to ensure and monitor compliance with the Anti-Corruption Obligation; and (d) make clear, in its dealings connected to the Buyer, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation.
- 24.5 The Supplier shall ensure that any person associated with the Supplier who is performing Services and/or providing Goods 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 ("**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 Buyer for any breach by such persons of any of the Relevant Terms.
- 24.6 Any breach of this clause by the Supplier shall be deemed a material breach of the Contract and shall entitle the Buyer to terminate the Contract or suspend all further services and payments with immediate effect.
- 24.7 For the purposes of this clause, the meaning of adequate procedures 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 under section 9 of the Bribery Act 2010) and section 8 of the Bribery Act 2010 respectively. For the purposes of this clause, a person associated with the Supplier includes, but is not limited to, any subcontractor of the Supplier.
- 24.8 Any breach of this clause 24 by the Supplier shall be deemed to be a material breach of the Contract and shall entitle the Buyer to terminate the Contract or suspend all further services and payments with immediate effect.
- 25. MODERN SLAVERY ACT**
- 25.1 The Supplier undertakes, warrants and represents that:
- 25.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors:
- (a) has committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
- (b) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 25.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
- 25.1.3 any responses provided to the Buyer's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and
- 25.1.4 it shall notify the Buyer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of Supplier's obligations under this clause. Such notice shall set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.
- 25.2 Where the Supplier delegates or sub-contracts any of its duties or obligations under the Contract, it shall at all times remain liable to the Buyer for the performance of all of its duties and obligations under the Contract. The contract that the Supplier has with a sub-contractor must:
- (a) be in writing;
- (b) contain substantially the same provisions as those provisions in this agreement, including an obligation to comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
- (c) prohibit the sub-contractor from sub-contracting the services it has agreed with the Supplier to provide.
- 25.3 The Supplier shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Policy.
- 25.4 Any breach of this clause 25 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Buyer to terminate the Contract or suspend all further services and payments with immediate effect.
- 26. ANTI-FACILITATION OF TAX EVASION**
- 26.1 The Supplier undertakes, warrants and represents that it shall during the term of the Contract:
- 26.1.1 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
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- 26.1.2 comply with the Supplier Code of Conduct;
- 26.1.3 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 26.1.1(a);
- 26.1.4 notify the Buyer in writing if it becomes aware of any breach of clause 26.1.1(a) 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;
- 26.1.5 upon request from the Buyer, to certify to the Buyer in writing signed by an officer of the Supplier, compliance with this clause 26.1 by the Supplier and all persons referred to in clause 26.2. The Supplier shall provide such supporting evidence of compliance as the Buyer may reasonably request.
- 26.2 The Supplier shall ensure that any its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Contract 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 26 ("**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 Buyer for any breach by such persons of any of the Relevant Terms.
- 26.3 Breach of this clause 26 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Buyer to terminate the Contract or suspend all further services and payments with immediate effect.
- 26.4 For the purposes of clause 26, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.
- 27. LANGUAGE**
- 27.1 These Conditions are drafted in the English language. If these Conditions are translated into any other language, the English language text shall prevail.
- 27.2 Any notice given under or in connection with the Contract shall be in the English language. All other documents provided under or in connection with the Contract shall be in the English, language, or accompanied by a certified English translation. If such document is translated into any other language, the English language text shall prevail.
- 28. THIRD PARTY RIGHTS**
- 28.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 29. GOVERNING LAW AND JURISDICTION**
- 29.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.
- 29.2 The Parties agree to submit themselves to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE – DATA PROTECTION

- 1.1. In addition to the definitions set out in clause 1 of the Conditions the following definitions apply in this Schedule:
- 1.1.1. **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- 1.1.2. **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].
- 1.1.3. **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
- 1.2. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 1.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.
- 1.4. Without prejudice to the generality of paragraph 1.2, the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Buyer, for the duration and purposes of the Contract.
- 1.5. Without prejudice to the generality of paragraph 1.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 1.5.1. process that Personal Data only on the documented written instructions of the Buyer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Buyer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Buyer;
- 1.5.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Buyer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 1.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 1.5.4. not transfer any Personal Data outside of the UK unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
- (a) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) the Supplier complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;
- 1.5.5. assist the Buyer, at the Buyer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 1.5.6. notify the Buyer without undue delay on becoming aware of a Personal Data Breach;
- 1.5.7. at the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- 1.5.8. maintain complete and accurate records and information to demonstrate its compliance with this paragraph 15 and allow for audits by the Buyer or the Buyer's designated auditor and immediately inform the Buyer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 1.6. The Supplier shall not appoint any third party processor of Personal Data under the Contract without having obtained the Buyer's consent in writing.
- 1.7. The Supplier shall indemnify and hold the Buyer harmless from and against any and all Losses suffered or incurred by or awarded against the Buyer as a result of or in connection with any breach by the Supplier of the terms of this Schedule.