

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

### 1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

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

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 18.8.

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

**Customer:** the company identified as such in the relevant Contract and/or Order as applicable.

**Customer Group:** the Customer, any subsidiary or holding company from time to time of the Customer and any subsidiary from time to time of a holding company of the Customer.

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

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

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

**Goods Specification:** any specification for the Goods, including any related plans and drawings, as agreed in writing by the Customer and the Supplier from time to time.

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

**Modern Slavery Policy:** means the Customer's anti-slavery and human trafficking policy as updated by the Customer and notified to the Supplier from time to time;

**Order:** the order for the supply of Goods and/or Services to the Customer pursuant to a purchase order signed on behalf of an authorised representative of the Customer and provided to the Supplier.

**Representatives:** in relation to each party and, where the context requires, any member of the Customer's Group: its employees, officers, agents, contractors, subcontractors or advisers.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification for Services, as agreed in writing by the Customer and the Supplier from time to time.

**Supplier:** the person or firm from whom the Customer purchases the Goods and/or Services.

- 1.2 In these Conditions, the following rules apply:
- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - (b) a reference to a party includes its personal representatives, successors or permitted assigns;
  - (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
  - (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  - (e) a reference to **writing** or **written** includes email.

## 2. BASIS OF CONTRACT

- 2.1 Each Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 Each Order shall be deemed to be accepted on the earlier of:
- (a) the Supplier issuing written acceptance of that Order; or
  - (b) any act by the Supplier consistent with fulfilling that Order,
- at which point and on which date a Contract shall come into existence (**Commencement Date**). Each Order which is accepted or deemed to be accepted by the Supplier in accordance with this clause 2.2 shall be a separate Contract.
- 2.3 These Conditions apply to each Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

## 3. SUPPLY OF GOODS

- 3.1 The Supplier warrants and represents that the Goods shall:
- (a) correspond with their description and any applicable Goods Specification;
  - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
  - (c) where applicable, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery; and
  - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 In addition to the clause 3.1(c), to the extent that the Goods are accompanied by any manufacturer warranties (**Manufacturer Warranties**), the Supplier shall:
- (a) provide the Customer with the detail of the Manufacturer Warranties prior to or upon delivery of the Goods; and

- (b) do (or procure to be done) all such acts and execute all such documents as required for the purpose of securing for the Customer the full benefit of the Manufacturer Warranties.
- 3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.4 The Customer shall have the right to inspect and test the Goods at any time before delivery. If, following such inspection or testing, the Customer considers that the Goods do not or are unlikely to comply with the Supplier's warranties at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the relevant Contract or any other rights or remedies of the Supplier under the relevant Contract or at law. The Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### 4. DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
  - (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and in accordance with the Specification;
  - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - (c) if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the Supplier's cost.
- 4.2 The Supplier shall deliver the Goods:
  - (a) on the date specified in the Order or, if no such date is specified, as instructed by the Customer;
  - (b) to the location set out in the Order or as instructed by the Customer before delivery (**Delivery Location**); and
  - (c) during the Customer's normal hours of business on a Business Day, or as instructed by the Customer.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier delivers more or less than the quantity of Goods ordered, the Customer may reject delivery of them. If the Customer accepts delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered in instalments, they shall be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.1.
- 4.6 Title and risk in the Goods shall pass to the Customer on completion of delivery.

**5. SUPPLY OF SERVICES**

5.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to the Customer, in accordance with each Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.

5.3 In providing the Services, the Supplier shall:

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

**6. CUSTOMER REMEDIES**

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

- (a) to terminate the relevant Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;

- (d) where the Customer 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
- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which relate directly or indirectly to the Supplier's failure to meet such dates.

6.2 If the Goods are not delivered by the applicable date, the Customer may, at its option, claim or deduct a proportion of the price of the Goods based on the loss of value of the Goods to the Customer and/or the additional costs, loss or expense the Customer will suffer as a result of the delay, by way of liquidated damages. If the Customer exercises its rights under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' late delivery.

6.3 If the Supplier has delivered Goods that do not comply with the warranties set out in clause 3.1, then, without limiting its other rights or remedies, the Customer shall have one or more of the following rights, regardless of whether it has accepted the Goods and/or title has passed:

- (a) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

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

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

## **7. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Goods and/or Services; and
- (b) provide such information as the Supplier may reasonably request for the provision of the Services and the Customer considers reasonably necessary for the purpose of providing the Goods and/or Services.

## **8. CHARGES AND PAYMENT**

8.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and

- (b) shall be inclusive of all costs and charges including the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Customer.
- 8.2 The charges for the Services shall be as set out in the Order, and shall be inclusive of all costs and charges including the cost of packaging, insurance and carriage of any applicable Goods and/or Deliverables.
- 8.3 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 8.4 In consideration of the proper supply of Goods and/or Services by the Supplier in accordance with the relevant Contract, the Customer shall pay the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier. The Supplier shall invoice the Customer in good time so as to enable the Customer to make payment in accordance with this clause 8.4.
- 8.5 All amounts payable by the Customer under a Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under a Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6 If a party fails to make any payment due to the other party under a Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause 8.6 shall not apply to payments that the defaulting party disputes in good faith.
- 8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 8.8 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under a Contract.

## **9. TITLE AND INTELLECTUAL PROPERTY RIGHTS**

- 9.1 In respect of the Goods and any goods that are transferred to the Customer as part of the Services under each relevant Contract, including the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.
- 9.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all existing and future Intellectual Property Rights in the Goods and/or Deliverables and/or any other bespoke goods that are transferred to the Customer as part of the Services under each relevant Contract.

- 9.3 The Supplier shall obtain waivers of all moral rights in the Goods and/or the Deliverables and/or in the products of the Services, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 9.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and execute all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of each Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 9.2.
- 9.5 The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

## **10. INDEMNITY**

- 10.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with the receipt or use of the Goods, or the receipt or use of the Services or the Deliverables, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or Services, to the extent that the defects in the Goods or the Deliverables or with the Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
  - (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the 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.
- 10.2 This clause 10 shall survive termination of the Contract.

## **11. INSURANCE**

During the term of the Contract and for a period of two (2) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **12. CONFIDENTIALITY**

- 12.1 Each party undertakes that it shall not at any time during the Contract and for the period determined by clause 12.4, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:

- (a) to its Representatives and, in the case of the Customer, to any member of the Customer Group and their Representatives, who need to know such information for the purposes of exercising that party's rights or carrying out its obligations under the Contract. Each party shall ensure that its Representatives and, in the case of the Customer, any member of the Customer Group and their Representatives, to whom it discloses the other party's confidential information comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.4 This clause 12 shall survive termination of the Contract for so long as the confidential information remains confidential.

### 13. DATA PROTECTION

13.1 The following definitions apply in this clause 13:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- (b) **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).
- (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
- (d) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

13.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The parties acknowledge that, during the general course of business and in order for the parties to fulfil their respective obligations under this Contract, the Customer may share Personal Data with the Supplier which the Supplier shall be required to process. The Personal Data which the Supplier shall process may include, without limitation, the names, titles and email addresses of the Customer's Representatives, or of any member of the Customer Group's Representatives, or of third party with whom the Customer or any member of the Customer Group has contact with for the purpose of carrying out its business. The Supplier shall only process such Personal Data for the duration of this Contract and for the purpose of providing the Goods and/or Services in accordance with this Contract.

13.4 Without prejudice to the generality of clause 13.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.

13.5 Without prejudice to the generality of clause 13.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- (a) process that Personal Data only on the documented written instructions of the Customer 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 Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) 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
  - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of Personal Data;
- (e) assist the Customer, at the Customer'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;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

13.6 The Supplier shall seek the Customer's prior written consent to appointing any third-party processor of Personal Data under the Contract. Where the Customer grants such consent, the Supplier will enter into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this clause 13 and which the Supplier undertakes will reflect and continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the

Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 13.613.6.

#### **14. TERMINATION**

14.1 Without limiting its other rights or remedies, the Customer may terminate any Contract (or any part thereof):

- (a) in respect of the supply of Services, by giving the Supplier not less than thirty (30) days' written notice; and
- (b) in respect of the supply of Goods, in whole or in part at any time before delivery of such Goods by giving immediate written notice to the Supplier. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or revenue or any other indirect or consequential loss.

14.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the Customer not less than thirty (30) days' written notice.

14.3 Without limiting its other rights or remedies, the Customer may terminate a Contract (or any part thereof) or all Contracts (or any parts thereof) with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of the terms of any Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of receipt of notice in writing to do so;
- (b) the Supplier repeatedly breaches any of the terms of any Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of such Contract;
- (c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (e) the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (g) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced

on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

- (i) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company, partnership or limited liability partnership);
- (j) the holder of a floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (k) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (l) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3(c) to clause 14.3(k) (inclusive);
- (m) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;
- (n) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (o) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

14.4 If a party exercises its right to terminate part of a Contract, the Contract shall continue in respect of the part not terminated.

14.5 Termination of a Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

14.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 15. CONSEQUENCES OF TERMINATION

On termination of a Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables relating to such Contract, whether or not then complete, and shall return all Customer Materials relevant to such Contract. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the relevant Contract.

## 16. FORCE MAJEURE

16.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (**Force Majeure Event**).

16.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

16.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than ten (10) Business Days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

## 17. ANTI-SLAVERY AND HUMAN TRAFFICKING

- 17.1 In performing its obligations under the Contract, the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (**Anti-Slavery Laws**) including but not limited to the Modern Slavery Act 2015;
  - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
  - (c) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 17;
  - (d) notify the Customer as soon as it becomes aware of any actual or suspected breach of clause 17.1(a) and clause 17.1(b);
  - (e) maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Customer in connection with this Contract; and
  - (f) permit the Customer and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 17.
- 17.2 The Supplier represents and warrants that neither the Supplier nor any of its Representatives have been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 17.3 The Supplier further undertakes, warrants and represents that it conducts its business in a manner consistent with the Modern Slavery Policy.
- 17.4 Breach of this clause 17.1 shall be deemed a material breach under clause 14.3(a).
- 17.5 The Supplier shall indemnify and hold harmless the customer and its directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses or expenses (including legal and other professional advisers' fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of this clause 17.

## 18. GENERAL

- 18.1 **Assignment and other dealings.**
- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
  - (b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
- 18.2 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with a Contract shall be in writing and shall be:
    - (i) delivered by hand or by pre-paid first class post or other next Business Day delivery service at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing; or

- (ii) sent by email to the address as that party may have specified to the other party in writing.
  - (b) A notice or other communication shall be deemed to have been received:
    - (i) if delivered personally, when left at the address referred to in clause 18.2(a);
    - (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
    - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.2(b)(iii) business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
  - (c) The provisions of this clause 18.2 shall not apply to the service of any proceedings or other documents in any legal action.
- 18.3 **Severance.** If any provision or part-provision of a Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 18.3 shall not affect the validity and enforceability of the rest of the Contract.
- 18.4 **Waiver.** A waiver of any right or remedy under a Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.5 **No partnership or agency.** Nothing in any Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 18.6 **Third parties.** A person who is not a party to a Contract shall not have any rights to enforce its terms.
- 18.7 **Bribery.** The parties shall fully comply with all applicable United Kingdom laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 18.8 **Variation.** Except as set out in these Conditions, no variation of a Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed by the parties in writing.
- 18.9 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England.
- 18.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).