
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS AND/OR SERVICES

1 DEFINITIONS

Affiliate means any company or other entity controlled by, having control of or under common control with a party hereto. 'Control' means the right to exercise directly or indirectly the vote of more than 50% of the voting shares.

Beneficiary Third Party means any member of the Company Group (other than the Company) or the Supplier Group (other than the Supplier).

Claim means any claim, demand, cause of action, judgment, loss, cost, expense, proceeding, penalty, award of damage or liability (including reasonable legal costs and expenses and sums paid by way of settlement and compromise where such settlement or compromise was reasonable).

Company means ECHA Microbiology Limited and its successors and assigns.

Company Group means (a) the Company and its Affiliates receiving any Goods and/or Services under the Purchase Order; (b) the respective employees, officers, directors and agents of the foregoing entities.

Company Group's Property means property owned, hired, leased or rented by the Company Group that is used in the vicinity of and/or on Company site, but excluding Supplier Group's Property.

Consequential Loss means any of the following:

- (a) loss or deferment of revenue or profit;
- (b) loss of or anticipated loss of or failure to obtain any contract, loss of business receipts or commercial opportunities, business interruption, cost of wasted overheads, loss of anticipated savings, preparation costs;
- (c) loss of goodwill or market reputation;
- (d) hedging or derivative losses;
- (e) any special, indirect or consequential loss or damage; and
- (f) any Claim resulting from or arising out of any of the foregoing, howsoever arising whether as a consequence of any breach of duty (statutory or otherwise), whether under contract, tort (including negligence), equity or otherwise. Consequential Loss shall not include liquidated damages.

Force Majeure shall mean an act or event that

- (i) delays or renders impossible the affected party's performance of its obligations under a Purchase Order;
- (ii) is beyond the reasonable control of the affected party, not due to its fault or negligence and was not reasonably foreseeable; and
- (iii) could not have been prevented or avoided by the affected party through the exercise of due diligence. To the extent that (i) through (iii) above are satisfied, Force Majeure shall include catastrophic storms or floods, tornadoes, hurricanes, typhoons, cyclones, tsunamis, earthquakes and other acts of God, wars, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, national or industry-wide strikes, commercial embargoes, epidemics, pandemics, fires, explosions, and actions of a government instrumentality that were not requested, promoted, or caused by the affected party.

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Force Majeure shall not include any of the following: (a) economic hardship; (b) changes in market conditions; (c) late delivery or failure of construction equipment or other equipment of Supplier used for provision of the Goods and/or Services; (d) labour availability or strikes (except national or industry-wide strikes); (e) shortage of materials, consumable, equipment or utilities; (f) climatic conditions (including rain, snow, wind, temperature and other weather conditions), tides, and seasons, regardless of the magnitude, severity, duration or frequency of such climatic conditions (other than catastrophic storms or floods, tornadoes, hurricanes, typhoons, cyclones, tsunamis or earthquakes); or (g) non-performance or delay by the Supplier or any member of the Supplier Group; unless such event is otherwise caused by Force Majeure.

Goods means items of equipment, machinery, materials, goods or supplies provided or to be provided by the Supplier to the Company pursuant to the Purchase Order and all such items necessary to provide and complete the Services.

Hazardous Materials means any substance or material regulated or governed by any applicable environmental laws or permits, or any substance, emission or material now or hereafter deemed by any Regulation having jurisdiction to be a 'regulated substance', 'hazardous substance', 'toxic substance', 'pesticide', 'hazardous waste' or any similar or like classification or categorisation including by reason of deleterious properties, ignitability, corrosivity, reactivity, carcinogenicity or reproductive toxicity.

Mandatory Policies means the Company's business policies and codes listed in Schedule 1, as amended by notification to the Supplier from time to time.

Personnel (and Supplier's Personnel) means all natural persons engaged by or through Supplier and Subcontractors (including all staff, employees, servants, other workers, agents and consultants) and utilized in or in connection with the Goods and/or Services.

Price means the price for the Goods and/or Services appearing on the order form of the Purchase Order.

Purchase Order means the Company's order form provided to the Supplier setting out Goods and/or Services required to be supplied by the Supplier, together with these Conditions.

Regulations means all laws, rules, regulations, statutes, orders, decrees and by-laws as may in any way apply in relation to the performance of the Purchase Order, as amended, modified or re-enacted from time to time and shall include all instruments, orders, regulations, permissions and directions for the time being made, given or issued thereunder or deriving validity therefrom.

Services means services to be provided by the Supplier to the Company pursuant to the Purchase Order.

Specifications means any designs, specifications, drawings, plans, data or other information or documents relating to the Goods and/or Services provided, or to be provided, by the Company to the Supplier from time to time.

Subcontract means any contract for performance of any of the obligations of the Supplier under these Conditions between the Supplier and a Subcontractor or between two Subcontractors at any tier.

Subcontractor means any person or persons, firm, partnership, corporation or combination thereof engaged by the Supplier or any of the Supplier's subcontractors of any tier to perform any part of the Services.

Supplier means the party providing Goods and/or Services to the Company, as identified on the order form of the Purchase Order.

Supplier Group means (a) Supplier and its Affiliates which are involved in providing any Goods and/or Services under the Purchase Order; (b) the participating companies in any joint venture with Supplier for providing part or all of the Goods and/or Services; (c) the Supplier's Subcontractors; (d) any of the Subcontractors' Affiliates involved providing all or part of the Goods and/or Services; and (e) the employees, officers, directors and agents of all the foregoing.

Supplier Group's Property shall mean all equipment and any other property owned, hired or otherwise provided by the Supplier Group.

Technical Documentation means designs, drawings, sketches, calculations, studies, specifications, recommendations, procedures (operating and otherwise), manuals, user guides, surveys, reports and other data or other information or documents to be provided by the Supplier to the Company.

Vendor Approval Questionnaire means a questionnaire to be completed by all potential suppliers to the Company.

2 ACCEPTANCE

2.1 The Purchase Order submitted by the Company constitutes an offer by the Company to purchase the Goods and/or Services in accordance with these terms and conditions (the **Conditions**).

2.2 These Conditions shall become a binding agreement between the Supplier and the Company upon the earlier of:

- 2.2.1 the Supplier signing and returning an acceptance copy of the Company's Purchase Order;
- 2.2.2 the Supplier otherwise acknowledging acceptance of the Purchase Order; or
- 2.2.3 the Supplier commencing performance of the Purchase Order.

2.3 If any of the terms of the Company's Purchase Order are unacceptable to the Supplier, the Supplier shall not commence performance under the Purchase Order and shall promptly communicate the Supplier's issues with the Purchase Order to the Company for resolution; however, if the Supplier communicates such issues to the Company but still commences the provision of Goods and/or Services prior to reaching a written resolution of those issues with the Company, then the Supplier shall be deemed to have accepted the Purchase Order in accordance with these Conditions to the exclusion of all other terms and conditions proposed by the Supplier.

3 SCOPE

3.1 The Purchase Order and these Conditions constitutes the entire agreement between the parties with respect to its subject matter and supersedes and extinguishes all prior agreements, negotiations, promises, assurances, warranties, representations and understandings, whether written or oral, relating to the Purchase Order.

3.2 The Purchase Order shall apply to the Supplier's provision of Goods and/or Services (hereinafter '**Work**') to the exclusion of any other terms that the Supplier seeks to impose or incorporate or that may be implied by trade, custom, practice or course of dealing. Accordingly, the Purchase Order shall override any additional, inconsistent or conflicting terms of or referred to in Supplier's quotation, bid or proposal, any purchase order, confirmation, acknowledgment, invoice, delivery or packing note, receipt, written material or other documentation issued or presented to the Company. Notice of objection and rejection of them is hereby given.

3.3 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3.4 Where Supplier is providing only Goods under the Purchase Order, the provisions relating to Services shall not apply to the provision of those Goods and the remaining provisions in the Purchase Order shall apply to the provision of those Goods. Where Supplier is providing only Services under the Purchase Order, the provisions relating to Goods shall not apply to the supply of those Services and the remaining provisions in the Purchase Order shall apply to the provision of those Services. Where the Supplier is providing Goods and Services under the Purchase Order, all provisions set out herein shall apply.

4 SUPPLY OF GOODS AND/OR SERVICES

4.1 The Supplier shall supply the Goods and Services in accordance with the terms of the Purchase Order and the Specification.

4.2 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 these Conditions.

4.3 The Company may inspect and test the Goods at any time before delivery. 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 these Conditions.

4.4 If following such inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Article 4.1, the Company shall inform the Supplier and either:

4.4.1 reject the Goods and/or Services which are non-compliant to Article 4.1; or

4.4.2 request that the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

4.5 The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4.6 Time of the delivery of Goods and/or supply of Services is of the essence under the Purchase Order. The Supplier's failure to deliver Goods and/or provide Services on the date (or within the time period) specified within the Purchase Order shall entitle the Company to, at its option and without prejudice to any of its other rights or remedies, release itself from any obligation to accept and pay for the Goods and/or Services; and/or to cancel the Purchase Order in whole or in part.

4.7 The Supplier shall continuously monitor the performance of the Purchase Order so as to know at all times the planned and actual progress, and to have the earliest practicable awareness of matters that could affect the timing of the delivery of Goods and/or performance of Services. The Supplier shall immediately report to the Company any actual, anticipated or foreseeable delay in delivery of the Goods and/or provision of Services and its cause, and the Supplier shall advise the Company at once in writing if it is unable to meet the specified delivery and/or performance date(s). The Supplier shall implement in good time, at its own cost, all reasonable measures to avoid or end delays, and take all necessary steps to mitigate the effect of delays on delivery of the Goods and/or performance of Services which steps shall include advanced planning and contingency planning. The Supplier shall not give priority to work for its other clients to the detriment of the timely delivery of the Goods and/or performance of Services.

5 DELIVERY OF GOODS

5.1 Goods must be delivered strictly in accordance with delivery instructions specified in the Purchase Order and otherwise in accordance with the Company's instructions, to the delivery address and on the delivery date (or within the time period) stated in the Purchase Order, and during the Company's usual business hours.

5.2 The Supplier shall ensure that:

5.2.1 Goods are properly packed and secured in such manner as to enable them to reach their delivery location in good condition; and

5.2.2 delivery of Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of Goods and such other information as requested by the Company; and, to the extent any Goods contain Hazardous Materials, the Supplier shall ensure that a prominently displayed warning notice(s) to that effect accompanies each relevant delivery of the Goods.

5.3 Delivery of the Goods shall be completed on the completion of unloading of Goods at the delivery location stated on the Purchase Order.

5.4 The Supplier shall not deliver any Goods under a Purchase Order by instalments except with the prior written consent of the Company. Where it is agreed by the Company that Purchase Orders are to be delivered by instalments, they may be invoiced and paid for separately. References in this agreement to Purchase Orders shall, where applicable, be read as references to instalments of such Purchase Order.

5.5 The Company shall not be obliged to return to the Supplier any packaging or packing materials. Notwithstanding the foregoing, where either the Company or the Supplier requires any packaging or packing material to be returned to the Supplier, any such material shall be collected by the Supplier at the Supplier's risk and cost. If Supplier fails to collect such material promptly after the Company's request for collection or the Supplier notification to the Company of its intention to collect, the Supplier shall indemnify the Company for all Claims incurred by Company as a result of Supplier's failure to collect.

5.6 If the Supplier:

5.6.1 delivers less than 95% of the quantity of Goods ordered, the Company may reject the Goods; or

5.6.2 delivers more than 105% of the quantity of Goods ordered, the Company may at its discretion reject the Goods, or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense.

5.7 If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

6 SUPPLIER'S TECHNICAL DOCUMENTATION

6.1 Where the Supplier is required to produce Technical Documentation or the preparation of such is necessary for the proper carrying out and completion of the supply of the Goods and/or Services, the Supplier shall provide such Technical Documentation to the Company prior to the commencement of any work, progressively at all stages during the performance of such work, upon completion and, in any event, on the Company's request, and in a format requested by the Company, for review and comment. The Company shall be afforded reasonable time to carry out such review and the Supplier shall promptly update such Technical Documentation as required.

6.2 Charges for the same are included in the Price specified in the Purchase Order. Notwithstanding anything expressed elsewhere payment shall not become due until all required Technical Documentation has been delivered to the Company.

6.3 The Supplier shall be responsible for the accuracy of all Technical Documentation and shall be liable to the Company in respect of any extra costs (including but not limited to losses, damages or additional fees) incurred or resulting from any discrepancies, errors or omissions therein.

6.4 Upon request by the Company, the Supplier shall complete and return the Vendor Approval Questionnaire.

7 VARIATIONS TO THE GOODS AND/OR SERVICES

7.1 No variations shall be made to the Purchase Order or any Specifications without the Company's prior written consent.

7.2 The Company may at any time by written notice to the Supplier make any variation to the Goods and/or Services stipulated in the Purchase Order including a change in quantity and/or Specifications. Any adjustment to the Price and/or delivery resulting from the variation shall, where possible, be agreed in writing before or at the time the change is effected. Such adjustment in Price and/or delivery must in any event be agreed by the Company and Supplier within fifteen (15) days from date of receipt by the Supplier of the Company's written notice, unless otherwise agreed. Any adjustment or any variation, as applicable, will be confirmed in writing to the Purchase Order.

8 PRICE

8.1 The Price specified in the Purchase Order shall, unless otherwise expressly stated, exclude all taxes and duties of any kind in respect of production or sale of the Goods, but shall include all charges for all relevant export, import and other licence, all related costs, packaging, packing, loading, shipping, carriage, insurance and delivery to the delivery address of the Company, stacking and/or installation of the Goods (as appropriate) by the Supplier's Personnel at the specified delivery location and all costs associated with the same, such charges being

stated separately if the Company specifically so requests and shall constitute full and final compensation to the Supplier for all the Supplier's expenses, overheads and profits related to supply of the Goods and compliance with the Purchase Order.

8.2 The rates of payment and other compensation to the Supplier set out in the Purchase Order shall cover the performance of all obligations of the Supplier incidental or otherwise in carrying out the Services. All rates and/or compensation are exclusive of any applicable VAT.

8.3 The Supplier will be responsible for any payment, including interest, in respect of taxes assessed against the Supplier and/or all members of Supplier Group and will indemnify the Company therefrom.

8.4 No increase in the Price (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) or variation may be made to the Purchase Order without the prior written consent of the Company.

8.5 Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

9 PAYMENT

9.1 Unless otherwise agreed in the Purchase Order, the Supplier may invoice the Company for the Price on or at any time after the delivery and acceptance of the Goods, or on completion of the Services, unless alternative payment terms are stipulated in the order form of the Purchase Order.

9.2 Each such invoice shall be submitted to the address specified for such purpose in the Purchase Order and shall quote the number of the Purchase Order and include supporting back up documentation. Payment of such sums as are properly invoiced in accordance with this provision, and which are not disputed by the Company, shall be made in full thirty (30) days after receipt by the Company of a correct invoice. The invoices must conform to the relevant VAT legislation and requirements.

9.3 The Company may withhold payment in respect of any part of the Price, without liability for interest, where the amount in question is the subject of any dispute or difference between the Company and Supplier.

9.4 The Company may also set-off against the Price any sums owed to the Company by the Supplier whether under these Conditions, a Purchase Order or otherwise.

9.5 No payment made by the Company shall constitute a waiver by the Company of any breach by the Supplier of any of its obligations to the Company hereunder or prejudice the rights of the Company to question or dispute any portion of any invoice, and any payment withheld by the Company shall be without prejudice to any other rights or remedies of the Company under contract or at law.

9.6 Subject to the Company's right to withhold, deduct or set-off from payments due and any other provisions of the Purchase Order, where an undisputed amount remains unpaid after it falls to be due, interest shall accrue on such unpaid amount at the rate of three (3) percent above one-month LIBOR as administered by the ICE Benchmark Administration ("IBA"), or any other entity which takes over the administration of that rate and published on the due date by Thomson Reuters on behalf of the IBA.

9.7 If the Company disputes any invoice or other statement of monies due, the Company shall promptly notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in this Article 9. The Supplier's obligations to supply the Goods shall not be affected by any payment dispute.

10 TITLE AND RISK

10.1 Title

- (a) Title in the Goods, any material to be incorporated into the Goods and any tangible results of the Services shall pass to the Company, on the earlier of: payment by the Company for the same; incorporation of the same into the Company's property; on the proper delivery of the same to the Company in accordance with the terms of the Purchase Order; commencement of preparation for the manufacture of the Goods/material; or such Goods/materials being designated for the work. Transfer of title shall be without prejudice to the Company's right to reject defective Goods and/or Services or any other right or remedy available to the Company.
- (b) Supplier shall mark or otherwise designate the Goods, material to be incorporated into the Goods and any tangible results of the Services in such a manner so as to clearly identify them as belonging to the Company. Failure by the Supplier to do so shall be without prejudice to Article 10.1(a).
- (c) The Company shall retain ownership of all Specifications, equipment and materials delivered or supplied to the Supplier Group by the Company, directly or indirectly.

10.2 Risk

- (a) Notwithstanding passage of title as provided in Article 10.1, risk in the Goods and in any other materials used in the performance of or intended for incorporation into the Goods, including any supplied by or on behalf of the Company, shall remain with the Supplier until delivery to the Company in accordance with the Purchase Order and completion of satisfactory inspection and any prescribed testing; or in the case of Goods that require installation or other Services, when that installation or such other Services is complete.
- (b) Supplier shall ensure that a provision to the same effect as this Article 10 shall be contained mutatis mutandis, in all Subcontracts relating to the Supplier's performance of the Purchase Order.

10.3 Company Materials

- (a) The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the Company to the Supplier (**Company Materials**) and all rights in the Company Materials are and shall remain the exclusive property of the Company. The Supplier shall keep the Company Materials in safe custody at its own risk, maintain them in good condition until returned to the Company and not dispose or use the same other than in accordance with the Company's written instructions or authorisation.
- (b) On termination or expiry of the agreement between the Company and the Supplier, or upon request by the Company, the Supplier shall immediately return all Company Materials. If the Supplier fails to do so, then the Company 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 these Conditions.

11 WARRANTIES AND GUARANTEES

11.1 In addition to the undertakings in Article 4.1 and 15.4, the Supplier represents, warrants and guarantees that:

11.1.1 the Goods and Services shall be of the quantity, quality and description as specified in the Purchase Order and the Specifications and to the satisfaction of the Company;

11.1.2 the Goods shall be designed and manufactured, and the Services shall be performed to the highest standards of skill, care, expertise and knowledge as pertain to first class reputable contractors experienced in the performance of services of a similar nature to the Services and otherwise in accordance with all requirements of the Purchase Order;

11.1.3 it shall use sound engineering and/or technical principles and standards and in accordance with best industry practice;

11.1.4 the Goods and all components thereof be fit and new;

11.1.5 the Goods, all components thereof and Services shall 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 Company expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement

11.1.6 the Goods and all components thereof shall be free from defect in engineering, design, material, equipment, workmanship and installation and remain so for twelve (12) months after delivery;

11.1.7 the Goods, all components thereof and the Services shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

11.1.8 the Goods and all components thereof, and any services performed, shall conform in all respects with all descriptions set out in the Purchase Order, all Specifications and be in full compliance with all applicable Regulations and legislation; and

11.1.9 title to the Goods, all components thereof, Services and any tangible results of Services shall be free and clear of any liens, Claims, security interests or other encumbrances.

11.2 If within twenty-four (24) months from, in the case of Goods, the later of, installation of the Goods and initiation of the use of such Goods for their intended purpose or after Company's receipt and acceptance of the Goods in accordance with the terms of the Purchase Order; and, in the case of Services, the completion and acceptance of the Services by the Company in accordance with the terms of the Purchase Order, any of the Goods and/or Services are found to be defective or not in conformance with the warranties in this Article 11, Supplier shall upon notice from the Company, at Supplier's own cost and on an expedited basis, repair or replace any defective or non-conforming Goods or parts of the Goods that require repair and/or replacement and/or re-perform any such Services to the extent necessary to correct the defective or non-conforming condition.

11.3 A separate twenty-four (24) month warranty period shall apply for Goods that are repaired or replaced, and any Services that are re-performed in accordance with this Article 11, starting on the date of the Company's acceptance of the repaired or replaced Goods or re-performed Services.

11.4 If the defect cannot be corrected, Supplier shall, at Company's request, remove the Goods and refund the full price paid under the Purchase Order.

11.5 Supplier shall also be responsible for the cost of the removal and/or replacement of any portion of the facilities necessary to locate, remove, repair, replace or re-perform any such defective or non-conforming Goods or Services, as well as for the repair or replacement of any parts of Company's facilities damaged by such access, repair or replacement and for the removal from the Company site and disposal of all scrap, trash and debris generated by such removal, repair, replacement or re-performance.

11.6 If Supplier is unable, refuses or fails to commence within the period notified by the Company to the Supplier or, if commenced, to diligently and properly complete repair or replacement of any such defective or non-conforming Goods and/or re-performance of non-conforming Services, Company shall have the right to perform the repair or replacement of the Goods and/or re-perform the Services itself or to have the same done by a third party on an expedited basis. Supplier shall be responsible for all reasonable costs of such repair, replacement or re-performance including, but not limited to, any amounts payable to third parties, third-party certifications and testing, and Company's internal costs. Company may collect any such amounts directly from Supplier or by offset against performance security, if any, or by deduction from other amounts due to Supplier.

11.7 Supplier shall defend, indemnify and hold Company harmless against all Claims incurred by Company as a result of or in connection with the Supplier's breach of this Article 11.

11.8 The warranties, guarantees and remedies in this Article 11 are not intended as limitations but are in addition to all other express warranties, guarantees and remedies set forth in the Purchase Order and those as may be provided by and/or implied by law, custom or usage of trade.

12 LIABILITY AND INDEMNITY

- 12.1 Supplier shall defend, indemnify and hold harmless Company Group from and against any and all Claims incurred by Company Group resulting from:
- 12.1.1 any claim made against the Company by a third party for the death or illness of or injury to, or disease and mental anguish of any of Supplier Group Personnel arising in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - 12.1.2 any claim made against the Company by a third party arising out of or in connection with damage to or loss of Supplier Group's Property irrespective of whether caused by Company Group;
 - 12.1.3 any loss or damage to any property of Company Group whilst in the care, custody or control of Supplier Group;
 - 12.1.4 any Claim made against the Company by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of these Conditions by the Supplier, its employees, agents or subcontractors;
 - 12.1.5 any Claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods and/or Services; and
 - 12.1.6 any Claims arising in respect of pollution emanating from Supplier Group's Property, irrespective of whether the pollution is caused by Company Group.
- 12.2 The Company's total liability arising under or in connection with these Conditions, whether in contract, tort (including negligence) or restitution or for breach of statutory duty or misrepresentation, shall not exceed the price payable under the Purchase Order to which any claim relates.
- 12.3 The Company shall have no liability to the Supplier for the following:
- 12.3.1 Loss of profits;
 - 12.3.2 loss of sales or business;
 - 12.3.3 loss of agreements or contracts;
 - 12.3.4 loss of anticipated savings;
 - 12.3.5 loss of use or corruption of software, data or information;
 - 12.3.6 loss of or damage to goodwill; and
 - 12.3.7 indirect or consequential loss.
- 12.4 The exclusions of liability and indemnities contained in this Article 12 shall: (a) to the extent permitted by law apply to the extent permitted by law.
- Should any Claim be raised by any member of Company Group for which indemnification may be claimed from Supplier or Company respectively under the provisions of Article 12.1, the Company shall promptly notify the Supplier of the details of such Claim.
- 12.5 This Article 12 shall continue in effect and shall survive, notwithstanding any termination of the Purchase Order for all occurrences prior to the effective date of termination of the Purchase Order and whether or not the effects of such occurrence only arise or manifest themselves after such effective date.

13 INSURANCE

13.1 Where Price is up to but not exceeding £25,000 for Services and/or £50,000 per single item for Goods (or equivalent amount if the Company is purchasing in a foreign currency) the following insurance requirements shall apply:

13.1.1 Supplier shall, at its own cost, effect and maintain during the term of the Purchase Order all such insurances as may be required by any applicable Regulations, and general public liability insurance, including contractual liability. The general public liability insurance shall be for not less than GBP £1,000,000 per occurrence (or equivalent in local currency). Suppliers insurance shall be written or endorsed such that the insurers waive rights of subrogation against the Company or any of its Affiliates. Supplier shall provide evidence of such insurance cover when requested by Company.

13.2 Where Price is or exceeds £25,000 for Services and/or £50,000 per single item for Goods or above (or equivalent amount if the Company is purchasing in a foreign currency), the following insurance requirements shall apply:

13.2.1 Supplier agrees to maintain insurance of the types and with limits of liability not less than those set out below at its expense during the term of the Purchase Order from insurers reasonably acceptable to Company covering items, risks and operations required to fulfil the Purchase Order;

13.2.2 Insurance that the Supplier is obliged to carry under all applicable Regulations that covers all of Supplier's employees performing under the Purchase Order including, without limitation, coverage under any applicable maritime law;

13.2.3 Employer's Liability Insurance, including coverage for marine operations if applicable, with a limit of GBP £1,000,000 (or the equivalent in local currency) any one occurrence or the statutory requirement, whichever is the greater;

13.2.4 Commercial or Comprehensive General Liability Insurance, including contractual liability coverage, with a limit of GBP £1,000,000 (or the equivalent in local currency) any one occurrence. Such insurance shall include sudden and accidental pollution liability coverage;

13.2.5 Automobile Liability Insurance with a combined bodily injury and property damage limit of GBP £1,000,000 (or the equivalent in local currency) any one occurrence or the statutory requirement whichever is the greater, for all owned and leased vehicles; and

13.2.6 Such other insurances in the types and amounts required by applicable Regulations.

13.3 The Supplier shall maintain the above insurances (as applicable) in full force and effect, at its own expense, from the date of receipt of the first Purchase Order and for a period of 6 (six) years from the date of delivery of the final Purchase Order.

13.4 Primary Insurance

All insurances required above shall be primary to any insurance coverage available to the Company and each of its Affiliates. The above-stated minimum requirements are not intended to indicate the amounts and types of insurance that the Supplier needs or may ultimately need.

13.5 Waiver of Subrogation and Additional Insured

The policies under Articles 13.1 and 13.2 above shall be endorsed to show the Company and each of its Affiliates as additional insureds. All insurance policies obtained by the Supplier Group shall contain a waiver of subrogation in favour of the Company Group to the extent of the liabilities assumed by the Supplier under the Purchase Order. The Company, likewise, shall ensure that any insurance policies relevant to the Purchase Order shall contain a waiver of subrogation in favour of the Supplier Group to the extent of the liabilities assumed by the Company under the Purchase Order. The policies provided for under this Article 13.4 shall contain a provision that any breach by the Supplier Group of any warranty, covenant, or representation in any of the policies shall not prejudice any Claim by the additional insured.

13.6 Certificates of Insurances and Policies

- (a) All insurance required by this Article 13 shall not be materially changed or cancelled without at least thirty (30) days prior written notice to the Company. All coverages must be written on forms reasonably acceptable to the Company.
- (b) Upon the Company's request, the Supplier shall furnish to the Company certificates of insurance demonstrating that the Supplier Group has obtained the insurance coverage set out above and containing a statement that such notice of material change and cancellation will be given to the Company. Neither review nor failure to review such certificates shall constitute approval thereto or be deemed to waive or diminish the Company's rights under the Purchase Order. In the event of an accident or loss resulting in an insurance Claim, the Supplier, at the Company's request, shall provide the Company with certified copies of its insurance policies for which the Company is shown as an additional insured. This obligation shall survive the termination of the Purchase Order.

13.7 Failure to Comply

Neither failure to comply nor full compliance with the insurance provisions of the Purchase Order shall limit or relieve the Supplier from its liability and/or indemnity obligations in the Purchase Order. If Supplier fails or refuses to comply with the obligations prescribed in this Article 13, the Company, without prejudice to any other rights or remedies available to it under the contract or at law, may (a) treat the Purchase Order as having been repudiated by the Supplier or (b) terminate the Purchase Order in accordance with Article 18.1, or (c) procure the required insurances and deduct the cost thereof from any amounts due hereunder or otherwise recover such amounts from the Supplier.

13.8 Subcontracting

The Supplier shall ensure that all members of the Supplier Group shall maintain insurance which is required under any applicable Regulations, together with such other insurances of types and amounts necessary to cover risks inherent in the work of that member of the Supplier Group as well as any other insurance that the Supplier may deem necessary and such insurance which Supplier is obliged to effect in accordance with this Article 13.

13.9 Currency Conversion

The GBP £ sums quoted in Article 13.1 and 13.2 may be in local currency calculated using the exchange rates on the day the loss is incurred as published in the London Edition of the Financial Times the rate being the midpoint between the 'buy' and 'sell' rates.

14 COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

14.1 Regulations and Licences

Supplier shall comply, and shall be responsible for ensuring each member of the Supplier Group, at all times complies with all Regulations applicable to the Goods and/or Services, including but not limited to all Regulations applicable to the transportation of the Goods. The Supplier shall, at its cost, obtain and maintain all permits, certificates, licences and approvals required for the performance of the Purchase Order that are to be held or obtained in the name of the Supplier or any member of the Supplier Group. The Supplier shall immediately notify the Company in writing if the Company should itself obtain any relevant permit, certificate, licence, consent or approval in the Company's name.

14.2 Human Trafficking and Modern Slavery

- (a) The Supplier shall comply, and shall procure that each member of the Supplier Group shall comply, with all applicable laws and regulations relating to human rights, anti-slavery and anti-human trafficking including, but not limited to, the UK Modern Slavery Act 2015. The Supplier shall implement due diligence procedures for its own Suppliers, Subcontractors and other participants in its supply chains, and take other reasonable steps, to ensure that there is no human rights violation, slavery or human trafficking in its supply chains.
- (b) The Supplier undertakes not to purchase any goods, materials, equipment or other products from any country that has been sourced from producers or manufacturers using forced labour in their operations. Supplier warrants and represents that, at the effective date of the Purchase Order, neither the Supplier nor any member of the Supplier Group (i) has been convicted of any offence involving human rights violations, slavery or human trafficking; and (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with human rights violations, slavery or human trafficking.
- (c) The Supplier shall, promptly following the Company's request, provide information to demonstrate the Supplier's compliance with the foregoing.

14.3 Export Compliance

- (a) The Supplier shall comply and shall procure each member of the Supplier Group comply with all applicable laws, regulations, rules and requirements relating to trade sanctions, foreign trade controls, export and re-export controls, non-proliferation, anti-terrorism and similar laws including but not limited to those of the United Kingdom, or any part thereof, the European Union, any EU member state, the United States of America or the United Nations including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the U.S. Department of State. The Supplier shall also comply, and shall procure that Subcontractors comply with all other applicable laws, regulations, rules and requirements relating to sanctions (together, 'Export and Sanctions Law'). The Supplier shall ship Goods only to the ultimate destination designated Supplier Company and nothing shall be shipped to, transhipped through, or sourced from, either directly or indirectly, any country, company or person or for any end-use that is prohibited under Export and Sanctions Law. If the Supplier or any member of the Supplier Group are or become identified on any U.S. Government export denial, blocked, debarred, Specially Designated National, or other similar list, Company may, without prejudice to any other rights or remedies available to the Company under a contract or at law, terminate the Purchase Order forthwith upon written notice to the Supplier at any time. The Company shall be excused from performance of any obligation under the Purchase Order to the extent that such performance is prohibited under Export and Sanctions Law or such performance would cause the Company's parent company to be in violation of Export and Sanctions Law.
- (b) The Supplier shall, at its cost, be responsible for obtaining any authorizations or licences required under applicable export control regimes, including, without limitation, licences required for the transfer of any regulated technology to nationals of certain countries. The Supplier shall timely (i) identify in writing to the Company those items, technology, software or services for which an export authorization is required and (ii) provide in writing to the Company export control classification and licensing information necessary for export documents (e.g. goods HS Code, Export Control Classification Numbers (ECCN) for items originated from the United States, or
- (c) European Community Common Customs Tariff (TARIC) for EU sourced goods and items. Supplier agrees to keep records of its export and re-export related activities for a minimum of seven (7) years or such period as required by all relevant laws, whichever is greater, and shall make those records available to the Company upon request.

14.4 Anti-Boycott

Notwithstanding any other provision in the Purchase Order, nothing in the Purchase Order and these Conditions shall constitute an agreement by either party to take any action or refrain from taking any action that is in conflict with, penalised under or compliance with which is prohibited by UK laws or regulations applicable to such party or its Affiliates with respect to foreign trade controls, embargoes or boycotts of any type.

14.5 Anti-Corruption

The Supplier represents and warrants to the Company on a continuous basis that it, the Supplier Group members, and all others for whose actions it may be held accountable, shall comply with all applicable anti-bribery, anti-money laundering and anti-terrorist laws, rules regulations of the United States, United Kingdom, or any part thereof, European Union and any other similar laws in all applicable jurisdictions. These laws include, without limitation, the currently effective or successor versions of the U.S. Foreign Corrupt Practices Act; the UK Bribery Act 2010; the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017; the UK Anti-Terrorism, Crime, and Security Act 2001; and the UK Proceeds of Crime Act 2002. In addition, the Supplier represents, warrants and undertakes to Company on a continuous basis that it, Supplier Group members, and all others for whose actions it may be held accountable shall take no action which would subject the Company to fines or penalties under such laws, regulations, rules or requirements.

14.6 Anti-Facilitation of Tax Evasion

The Supplier represents, warrants and undertakes to the Company on a continuous basis that it shall comply with all applicable anti-facilitation of tax evasion laws, rules and regulations of the United States, European Union, United Kingdom, or any part thereof, and any other similar laws in all applicable jurisdictions. These laws include, without limitation, the currently effective or successor versions of the UK's Criminal Finances Act 2017.

14.7 Conflicts of Interest / Principles of Conduct

Without prejudice to the above provisions, the Supplier shall not, and shall procure the Supplier Group members do not, directly or indirectly, pay salaries, commissions or fees, or make payments or rebates to employees or officers of the Company; or favour employees or officers of the Company or its designees with gifts or entertainment of unreasonable cost or value or services or goods sold at less than full market value; or enter into business arrangements with employees or officers of the Company unless such employees or officers are acting as representatives of the Company. The Company and its subsidiaries are committed to the highest standard of business ethics and conduct.

14.8 Compliance with laws and policies

14.8.1 In performing its obligations under the agreement, the Supplier shall and shall procure that each member of the Supplier's Group shall comply with:

12.8.1.1 the principles of all Mandatory Policies which are communicated to it by the Company;

12.8.1.2 all applicable laws, statutes, regulations and codes from time to time in force, including data protection legislation (**Applicable Laws**).

14.8.2 Breach of this Article 14.8 shall constitute a material breach of these Conditions.

14.8.3 Supplier shall implement due diligence procedures for its own Suppliers, Subcontractors and other participants in its supply chains, and take other reasonable steps, to ensure that there are no breaches of any Applicable Laws in its supply chains and that each of those Suppliers, Subcontractors and other participants in its supply chains uphold standards equivalent to those contained in the Mandatory Policies and all other general principles of the Company.

14.9 Remedies for violation

- (a) The Company may terminate any Purchase Order with immediate effect if Supplier or any member of Supplier Group is in breach of this Article 14 or fails to cooperate by providing information demonstrating compliance.
- (b) Violation of these Articles shall be deemed a material breach of these Conditions. This termination shall be without any liability to the Company and in addition to any other rights or remedies available to the Company under contract and/or at law. The Supplier shall indemnify, defend, release and hold harmless the Company Group, and their respective agents, employees, officers and directors, from any Claims that may arise as a result of the Supplier's or any of the Supplier Group's members' breach of their obligations under these Articles.

15 HEALTH, SAFETY AND ENVIRONMENT (HSE)

15.1 The Supplier shall, and shall procure all Supplier Group members, at all times comply with all HSE Regulations and the Company and site specific HSE policies, rules, regulations, manuals, procedures, programmes, guides, guidelines, recommendations, instructions, information, standards, codes, plans, registers, posters, safety notices, leaflets and signs, at any time issued, made, provided or displayed on or in relation to Company premises and/or specific site (hereinafter 'HSE Requirements').

15.2 The Supplier shall be responsible for the health and safety of its Personnel. The Supplier shall procure, and its Personnel shall comply with the Company's instructions during emergencies or any drills requested by the Company or as otherwise required at a Company site.

15.3 The Company shall have the right to immediately, and at no liability, cost or penalty to the Company, remove from the Company site any Supplier Personnel found contravening any of the foregoing.

15.4 The Supplier warrants that the Goods and Services will comply and will be supplied in strict compliance with all applicable HSE Regulations and all HSE Requirements. The Supplier shall notify the Company in writing if any Goods and/or Services to be supplied hereunder are subject to Regulations relating to or will require the use of any Hazardous Material.

15.5 The Supplier shall ensure that Goods supplied comply with the Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals 1907/2006 as amended from time to time ("REACH"). The Supplier shall, on the Company's request, provide such information as may be required to verify REACH compliance, or any exemptions from REACH registration which may apply, including without product specification information and an appropriate Material Safety Data Sheet ('MSDS') containing the relevant chemical substance identifiers, such as the chemical name and Chemical Abstract Service number(s). Supplier shall inform the Company as soon as reasonably practicable if any Goods known to contain any 'substances of very high concern' (as defined in REACH) are to be supplied by Supplier and Supplier shall specifically identify the 'substances of very high concern' in a written communication to the Company separate from the MSDS data sheet for the supplied Goods.

15.6 The Supplier shall take all precautions necessary to protect the environment so as not to pollute the atmosphere, grounds or water. The Supplier shall keep the Company site and the vicinity thereof clean of debris and rubbish caused by it or any member of the Supplier Group and, upon completion of the Services, shall leave the site clean and ready for use.

16 FORCE MAJEURE

16.1 In the event either party is prevented from performing any of its obligations under the Purchase Order by Force Majeure, that party's obligations shall be suspended during the period and to the extent that such party's fulfilment has been prevented by such Force Majeure, such party acting and having acted reasonably and prudently. Each party shall bear its own costs due to the Force Majeure occurrence and no compensation shall be owed to the Supplier for the period of Force Majeure.

16.2 The party that is prevented from performing by Force Majeure shall notify the other party in writing as soon as possible of its inability to meet its obligations under the Purchase Order, specifying the cause of the Force Majeure and estimated extent to which the event or condition will impact performance, and shall notify the other party when the Force Majeure ceases. The party claiming Force Majeure shall act diligently to remove or remedy such event or condition. If Supplier fails to give the Company such written notice immediately upon becoming aware of a Force Majeure event but, in any event, not later than forty-eight (48) hours of the occurrence of the event or condition the Supplier's right to claim such Force Majeure as a right of defence hereunder shall be lost in its entirety.

16.3 In the event that any Force Majeure occurrence causes a delay of thirty (30) days or more in progress in carrying out the Services and/or Goods, or in the event that an interruption in operations through the occurrence referred to above may reasonably be anticipated to continue for a period of thirty (30) days or more, the Company may terminate the Purchase Order in respect of which written notice under this Article 16 has been duly given without this giving rise to any claim for compensation by the Supplier other than for payments already due under the terms of the Purchase Order for the period up to the time of termination.

17 SUSPENSION OF PERFORMANCE

17.1 The Company may at any time, and from time to time, by written notice to the Supplier suspend performance of all or any portion of the Purchase Order by the Supplier. Upon receipt of any such notice of suspension, the Supplier shall promptly suspend performance of the Purchase Order as specified in such notice, on the date and to the extent so specified, the Supplier shall during any period of suspension continue to properly protect and secure the Goods, all work in progress, materials, items and equipment the Supplier has on hand for performance of the Purchase Order. The Supplier shall, after prior consultation with the Company, use its best endeavours to minimize the expenses arising as a result of the suspension including taking appropriate action in relation to Subcontractors and Personnel. The Supplier shall diligently resume its performance on all or part of the suspended Purchase Order as and when notified by written notice to do so by the Company.

18 TERMINATION

18.1 Termination for cause.

Without prejudice to any of the Company's rights elsewhere in the Purchase Order and/or at law, the Company may, forthwith on written notice to the Supplier, terminate the Purchase Order in whole or in part for cause if:

18.1.1 the Supplier fails to deliver Goods and/or perform Services within the time specified herein, or

18.1.2 the Supplier fails to perform any other material obligation under the Purchase Order including, without limitation, Supplier's warranties provisions;

18.1.3 the Supplier fails to, on Company's request, give assurance of due performance satisfactory to the Company,

18.1.4 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or if the Company reasonably anticipates any of the foregoing;

18.1.5 the Supplier suspends or threatens to suspend its trading activities;

18.1.6 the Supplier's financial position sufficiently deteriorates in the Company's reasonable opinion;

18.1.7 the Supplier undergoes a change of ownership or control; or

18.1.8 the Supplier breaches any Applicable Laws.

The Company's total liability in respect of this Article 18 (Termination) shall be limited to payment for Goods and Services received and accepted by Company up to the date of notice of termination, less (a) any amounts the Company may have paid in advance in respect of Goods and/or Services not provided by the Supplier as at the date of notice of termination; and (b) any costs (i) of obtaining replacement goods and/or services, (ii) in having the Goods and/or Services completed by third parties, (iii) incurred in having any uncompleted Goods

removed from the Supplier's premises and completed elsewhere, (iv) other loss, cost and expenses (including but not limited to administrative and legal expenses) incurred by the Company resulting from termination. The Company may collect such amounts directly from Supplier or by offset against performance security, if any, or by deduction from any amounts due to the Supplier.

18.2 Termination for convenience. The Company shall have the right to terminate for its convenience further performance of the Purchase Order in whole or in part, at any time by written notice to the Supplier. With respect to any portions of the Goods and/or Services terminated in accordance with this Article 18.2, subject to the Supplier's delivery of such partially completed Goods and/or Services to the Company at the Company's option, the Company shall pay the Supplier for all Goods and/or Services actually provided in full compliance with the requirements of the Purchase Order and accepted by the Company prior to the effective date of such termination. The Supplier shall, upon request by the Company, continue to perform any portions of the Purchase Order that are not terminated by the Company, and the provisions of the Purchase Order shall continue in full force and effect with respect to such Goods and/or Services.

18.3 Actions upon termination. In the event of termination under Article 18.1 or 18.2 above, the Supplier shall (i) cease performance under the Purchase Order, unless otherwise required, (ii) cooperate with the Company to assign to the Company or terminate Subcontracts, (iii) transfer portions of the Goods and components thereof, in all instances as directed by the Company. Supplier shall use best endeavours to minimise any and all costs to be borne by the Company as a result of or arising in connection with termination and in particular shall cooperate closely with the Company and in good faith in taking all necessary actions to protect, secure and safeguard the Goods and/or Services pending delivery of same to the Company and to wind up in a proper manner the activities of the Supplier Group as expeditiously, efficiently and economically as possible and shall similarly return all the Company confidential information, Specification, property, materials, equipment and data to which Company has title by virtue of these Conditions, all Goods and Services in progress.

18.4 Consequences of termination/expiry. Termination or expiry of the Purchase Order shall not affect any other right or remedy available to the Company that have accrued as at termination, including the right to claim damages for any breach of the Purchase Order that existed at or before the date of termination notice.

18.5 All provisions that are expressly or by implication intended to come into or continue in force after termination or expiry of the Purchase Order or these Conditions, shall remain in full force and effect.

19 LIENS AND CLAIMS

19.1 The Supplier shall not in any circumstances have, cause or permit any lien or other encumbrance on any the Company Group's Property (including Services and Goods) and shall take all steps necessary to ensure that the title of the Company to the same and the exclusion of any lien are brought to the attention of all Subcontractors and other persons dealing with any such Company Group's Property.

19.2 The Supplier shall defend, indemnify and hold harmless the Company Group from and against all liens and other encumbrances (and any Claim in connection with such liens or encumbrances) against the Company Group's Property (including Services and Goods) on account of debts or Claims alleged to be due from the Supplier or any member of the Supplier Group to any person, including debts to its subcontractors.

19.3 The Company shall have the right to withhold from payments due to the Supplier hereunder reasonable amounts to cover actual lienable and non-lienable Claims which have been made against or incurred by the Company, the Company Group's Property (including Services and Goods) or against the Supplier or its Subcontractors by third parties and the Company shall have the right to make reasonable settlements of such Claims and recover such settlements from the Supplier for the Supplier's account.

20 INSPECTIONS AND TESTS

20.1 The Supplier shall be responsible for the performance of all activities affecting quality and schedule related to the Goods and/or Services. The Company reserves the right to review the Supplier's, and the Supplier's Subcontractors' and suppliers', quality assurance and quality control procedures.

20.2 The Company shall have the right, but not the obligation, to make inspections of, perform tests on, and witness inspections or tests performed by the Supplier or its Subcontractors or suppliers on, the Goods and/or Services at any reasonable time or place, including the facilities of the Supplier or any of its Subcontractors or suppliers. The Supplier shall provide assistance to the Company in carrying out or witnessing such inspections and/or tests and shall supply, upon request from the Company, test reports and material certificates. The Supplier shall also supply, upon request from the Company, copies of any license, permit, bond, report, certificate or other document maintained, compiled, or required by governmental authorities or the Purchase Order. Any inspection or lack of inspection by the Company shall not in any manner relieve the Supplier of any of its obligations with respect to the Goods or Services.

20.3 The Supplier shall provide the Company at least five (5) calendar days' advance notice of any inspection or test to be performed by the Supplier or the Supplier's Subcontractors or suppliers in accordance with the Supplier or the Supplier's Subcontractors' or suppliers' quality assurance or quality control procedures.

20.4 The Supplier shall not ship the Goods without either the Company's final inspection or a written waiver of inspection from the Company. Violation of this requirement shall constitute a rejection of the Goods, with subsequent return or other action at the Supplier's cost.

20.5 Failure of the Company to inspect, test or bring to the attention of Supplier any defect or non-conformance of the Goods or Service shall in no way relieve the Supplier of his obligations hereunder.

20.6 The Supplier shall conduct all remedial or corrective actions required as a result of such test or inspection carried out by the Company and shall certify to the Company that such actions have been taken as soon as possible.

21 AUDIT

The Supplier shall, and shall ensure its suppliers and Subcontractors shall (i) maintain a true and correct set of records pertaining to all activities relating to its performance of the Purchase Order including tracing the supply chain of all Goods and Services provided to the Company hereunder; (ii) retain all such records for a period of not less than seven (7) years after final payment for the performance under the Purchase Order; (iii) permit any representative or representatives authorised by the Company to audit any and all such records at any reasonable time or times and with reasonable notice during the term of the Purchase Order and during the seven (7) year period after final payment for the performance under the Purchase Order; (iv) afford the Company and its representatives access to all records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data pertaining to the Purchase Order, or any other data deemed, in the sole opinion of the Company, necessary for the conduct of Company's business during such audits; and (v) cooperate fully with the Company during the audits performed hereunder, including furnishing the Company with copies of all requested documents. The Company shall have the right to also obtain statements from the Supplier's Personnel in the course of such audits. In the event any such audit uncovers a breach of any of the terms of the Purchase Order, the Supplier shall reimburse the Company for the cost of the audit.

22 INTELLECTUAL PROPERTY INFRINGEMENTS

Should the Supplier be prevented from performing any portion of its obligations under the Purchase Order or should the Company be prevented or stopped from use or application of any Goods, equipment, article of manufacture, machine, computer software, composition of matter or process supplied, designed or provided under the Purchase Order by reason of legal proceedings based upon Claims described in Article 12.1.5, the Company shall be relieved of any obligation to make payment therefor, and the Supplier shall, at Company's option, either (i) obtain the necessary licence to allow Supplier and Company to use such third party Intellectual Property Rights to the extent necessary to allow performance in complete compliance with the Purchase Order and to allow the Company to utilize the Goods and/or Services in the manner contemplated by the Purchase Order, or (ii) redesign the Goods or reperform the Services to enable complete performance of the Work in accordance with the Purchase Order without infringing any such rights and without decreasing, limiting or otherwise affecting the functionality of Goods and/or Services. Notwithstanding any provision in the Purchase

Order to the contrary, the parties agree that damages under this Article 22 are allowed as direct damages and shall not be deemed Consequential Losses.

23 OWNERSHIP OF INVENTIONS AND DELIVERABLES

23.1 All data and items (including without limitation Technical Documentation, all drawings, tracings, documents, calculations, software, computerised data including magnetic tapes and discs), created, developed and/or produced in connection with the Purchase Order (“Deliverables”), shall be owned by the Company, save for proprietary information of the Supplier existing prior to the date of Purchase Order award, title to which shall remain with the Supplier (“Supplier Proprietary Information”).

23.2 The Supplier shall retain copies of Deliverables created for a period of not less than 10 (ten) years from the date of termination or expiry, whichever is later, of the Purchase Order. The data in relation to the Deliverables shall be stored in a safe and secure place under an accessible and recorded archive and retrieval system. A copy of the archive, retrieval and recording procedure, and any updates thereto, shall be provided to the Company by the Supplier.

23.3 The Company shall have and retain the right to reproduce in whole or in part any and all such Deliverables furnished by or through the Supplier notwithstanding any notations on such Deliverables. The Company shall have the right to use such data as it sees fit.

23.4 All copyrights, patents, trade secrets, or other Intellectual Property Rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by the Supplier Group during the course of performing Work (as defined in Article 3.2) for the Company (collectively the “Work Product”) shall belong exclusively to the Company. The Supplier hereby assigns and shall ensure the relevant member of Supplier Group or Subcontractor shall assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest the Supplier or any member of the Supplier Group or Subcontractor may have in such Work Product.

23.5 Upon request of the Company, the Supplier shall take or cause the relevant member of the Supplier Group or Subcontractor to take such further actions, including execution and delivery of declarations, instruments of conveyance, and the like for any applications or registrations for which the Company may, at its expense, apply for and as may be appropriate to give full and proper effect to such assignments. The Supplier shall promptly provide to the Company a full written disclosure of any such ideas, concepts, techniques, inventions, processes, or works of authorship. Both during the term of the Purchase Order and after its termination or expiration, the Supplier agrees to execute all papers, including documents related to domestic and foreign patent applications and invention assignments, and otherwise assist the Company as reasonably requested to perfect in the Company the rights, title and other interests in such ideas, improvements and inventions, as well as to obtain and enforce patents derived from such applications.

23.6 Notwithstanding the provisions of Article 23.4 above, Supplier shall (as between Company and Supplier) retain ownership of all proprietary Intellectual Property Rights in the Supplier Proprietary Information and all Intellectual Property Rights owned by the Supplier and developed by it prior to the effective date of the Purchase Order in which such property is employed and outside of the performance of any work for the Company or any member of the Company Group, and nothing in this Article 23 shall result in a transfer of ownership of any such proprietary Intellectual Property Rights. To the extent that the Supplier’s Intellectual Property Rights are embedded or incorporated into Deliverables or Work Product received by the Company, the Supplier hereby grants to the xCompany Group an irrevocable, perpetual and royalty-free licence to use, disclose, modify and copy such Supplier Proprietary Information and Intellectual Property Rights for the purpose of (i) utilizing the Work, Work Product and the Deliverable; (ii) constructing, fabricating, operating and maintaining any facilities that result from the Work performed by Supplier; (iii) training operators; and (iv) repairing, replacing, expanding, completing or modifying any part of the Work, Work Product or Deliverables or any facility that results from the Work, Work Products or Deliverables. Such licence shall include the right for Company to assign its rights, without consent, to any purchaser of an interest in all or part of any facility related to the Work, Work Products or Deliverables.

24 CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS

24.1 The existence and contents of the Purchase Order, Specification and any other proprietary, business or technical information owned or supplied by the Company or any member of the Company Group which is disclosed, provided or made available to the Supplier is confidential ('Confidential Information'). The Supplier will not, without the Company's prior written consent, disclose to any third party or use any such Confidential Information except to the extent necessary for the performance hereunder. The Supplier shall inform each member of the Supplier Group who receives any Confidential Information of the provisions of this Article 24 and, if they have not previously entered into a separate agreement dealing with the confidentiality of such Confidential Information, the Supplier shall require them to agree in writing to be bound by the provisions of this Article 24 in the same manner as the Supplier is bound hereunder. Notwithstanding the foregoing the Supplier shall be liable to the Company for any breach of the provisions of this Article 24 by any member of the Supplier Group. Information which was in the Supplier's possession prior to its disclosure by or on behalf of the Company to the Supplier, or which is or shall become part of the public knowledge or literature from a source other than the Supplier, either directly or indirectly, shall not be subject to the provisions of this Article 24. Information which shall become available to the Supplier legitimately from a source other than the Company shall be released from the provisions of this Article 24 to the extent necessary to permit such use and disclosures as are authorized by such source. Notwithstanding any provisions of the Purchase Order to the contrary, the parties agree that damages for breach of the provisions of this Article 24 will be allowed as direct damages and shall not be deemed to be Consequential Losses. The provisions of this Article 24 shall terminate three (3) years after the termination or expiry of the Purchase Order.

24.2 No news release, announcement, statement, promotion or advertisement of any kind relative to this Order shall be made, whether publicly or within the Supplier Group's own organisations, without the prior written consent of the Company.

25 INDEPENDENT CONTRACTOR

25.1 The Supplier shall supply all the Goods and/or Services as an independent contractor. Neither Supplier nor the Personnel shall be the agents or employees of the Company or any member of the Company Group. The Supplier shall be fully responsible for and shall have exclusive direction and control of the Personnel and all members of the Supplier Group and shall control the manner and method of performing the Goods and/or Services. For all purposes, no Personnel (including any contract labourers, leased Personnel or workers furnished by a staff leasing agency or company) shall be deemed to be personnel of the Company or any member of the Company Group. The Supplier agrees to defend, indemnify and hold harmless the Company Group against any and all Claims by any of the Personnel alleging that they are or were personnel of the Company or any member of the Company Group or had any other form of relationship with the Company or any other member of the Company Group.

25.2 Nothing in the Purchase Order is intended to, or shall be deemed to, establish any partnership or joint venture between the Company and the Supplier, constitute any party the agent of another party, or authorise one party to make or enter into any commitments for or on behalf of another party. Each of Company and Supplier is acting on its own behalf and not for the benefit of any other person.

25.3 The Supplier acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Article 25. Accordingly, without prejudice to any other rights and remedies it may have, the Company shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Article 25.

26 NOTICES

26.1 Any notice or other information required or authorised by these Conditions to be given by either party to the other may be given by hand or sent by first class pre-paid to the other party at each party's registered office or by email to the email address provided by that party.

26.2 Any notice or other information given by post shall be deemed to have been given on the second business day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, and sent by first class, pre-paid post, shall be sufficient evidence that such notice or information has been duly given.

26.3 Any notice or other information sent by email shall be deemed to have been duly sent on the date of transmission.

27 TAXES AND DUTIES

The Supplier shall pay all taxes assessed against the Supplier in connection with the provision of the Work and agrees to indemnify Company and its Affiliates whomsoever in connection with the provision of the Work against their being required to make any payment in respect of any taxation, including fines, penalties and interest, assessed on the Supplier, the Supplier's Subcontractors or on the Supplier's or Supplier's Subcontractors' employees, or which might have been assessed or assessable as aforesaid but for the Company having been required to make such payment.

28 DATA PROCESSING

28.1 The Supplier warrants that it shall at all times comply with all applicable data protection laws.

28.2 Company Processes Personal Data relating to Personnel for purposes connected with performance of the Purchase Order. Such Personal Data may be provided by the Supplier to the Company or the Company may collect it directly from Personnel. The Company agrees to Process Personal Data to Personnel in accordance with Data Protection Laws and Regulations and further information regarding the Personal Data Company collects and how it uses such Personal Data is provided in the Company's Fair Processing Notice available on the Company's website.

28.3 The Supplier shall be responsible for ensuring that all and any disclosure of Personal Data relating to Personnel by the Supplier to the Company as required in order for the Parties to comply with the terms of the Purchase Order is lawful and that prior notice of such disclosure has been given to Personnel and obtaining such prior written consents from its Personnel, as required under applicable Data Protection Laws and Regulations, to the Processing (which may include transfer outside of the European Economic Area) of each such Personnel's Personal Data by the Company Group for the purposes of the Purchase Order and/or otherwise in connection with the performance of the Purchase Order. The Supplier warrants that, at the date each Personnel is assigned to the performance of the Purchase Order, it has given such notices and obtained such consents and shall, on Company's request, provide copies of the same. Processing, Personal Data and, Data Protection Laws and Regulations shall have the meanings given to each of these terms in the Fair Processing Notice.

29 MISCELLANEOUS

29.1 Governing law and Jurisdiction

The Purchase Order and any non-contractual obligations and disputes arising out of or in connection with it (including non-contractual disputes) shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the English Courts shall have the exclusive jurisdiction to settle any dispute (including non-contractual disputes) which may arise out of or in connection with the Purchase Order and any related document.

29.2 Rights of Third Parties

Save for express provisions in the Purchase Order which are intended to be enforceable by a Beneficiary Third Party, the parties intend that no provision of the Purchase Order shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (the 'Act') confer any benefit on, nor be enforceable by any person who is not a party to the Purchase Order. Notwithstanding the foregoing, the Purchase Order may be rescinded, amended or varied by the parties hereto, respectively, without notice to or the consent of any Beneficiary Third Party even if, as a

result, that Beneficiary Third Party's right to enforce a term of the Purchase Order may be varied or extinguished. In enforcing any right to which it is entitled by virtue of the Act and the provisions of the Purchase Order, the remedies of the Beneficiary Third Parties shall be limited to damages. A Beneficiary Third Party shall not be entitled to assign any benefit or right conferred on it under the Purchase Order by virtue of the Act.

29.3 Waiver of Rights

A waiver of any right or remedy by the Company shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

Failure or delay by the Company to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29.4 No assignment or subcontracting

The Supplier may not assign, transfer, sub-contract, mortgage, charge, pledge, declare trust over or deal in any other manner with any of or all of its rights or obligations under the Purchase Order without the prior written consent of the Company. If the Company consents to any of the foregoing, such consent shall not relieve Supplier from any of its responsibilities or obligations under the Purchase Order. The Supplier shall, at any time, on request supply the Company with full details of all its Subcontractors and suppliers relative to the Purchase Order.

29.5 Severance

If any provision or part-provision of the Purchase Order 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 Article 29.5 shall not affect the validity and enforceability of the rest of the Purchase Order.

29.6 No amendments

No subsequent alteration, variation, amendment, change, modification or addition to the Purchase Order shall be binding upon the parties unless reduced to writing and signed by an authorized representative of both parties.

SCHEDULE 1
COMPANY'S POLICIES

The Supplier agrees to comply with the principles of all policies adopted by the Company and communicated to the Supplier from time to time, including but not limited to the following:

Statement of Quality Policy
Health & Safety Policy
Product Safety Policy
Environmental Policy
Modern Slavery Statement
Equality & Diversity Policy
Anti Bribery Policy
Corporate & Social Responsibility