

General Conditions of Supply under an Order

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1. Definitions

1.1 In these conditions the following expression shall mean as follows unless the context otherwise requires:

"Commencement Date": the date for commencement of the Works as stated in the Contract or if not expressly stated, the date of the Order.

"Company": the company within the RDTL Group or the RATP Dev UK Group that places the Order and as specified in the Order or the Specification (each as defined below), and includes its successors in title and assignees.

"Completion Date": the date by which the Supplier shall have completed the Works as stated on the Order or elsewhere within the Contract.

"Conditions": these Conditions.

"Contract": the contract for the supply of the Goods, provision of the services and/or carrying out of the Works, or a combination of these, which shall comprise (i) the Order, (ii) these Conditions, and (iii) the Specifications (if any) and shall take precedence in the order listed herein.

"Goods": the goods and / or services specified in the Order.

"Delivery Date": the date for delivery of the Goods as stated in the Contract unless the Goods are to be delivered by instalments in which case delivery shall be in accordance with the terms of the Order or any relevant programme.

"Intellectual Property Rights": any patents, trademarks, service marks, design rights (whether registerable or not), applications for any of the above rights, copyright, trade or business names or other similar rights whether registerable or not in any country including but not limited to the United Kingdom.

"Order": the purchase order form [overleaf] addressed to the Supplier from the Company specifying the goods and/or the services to be supplied and/or work to be carried out and their price.

"RATP Dev Transit London" or "RDTL Group" or "RDTL Group Companies": any and each of London United Busways Limited (CRN 02328561), London Sovereign Limited (CRN 02467207) or London Transit Limited (CRN 13557682) or any subsidiaries (as defined in s1159 Companies Act 2006) or affiliates of the same from time to time.

"RATP Dev UK Group" or "RATP Dev UK Group Companies": RATP Dev UK Limited (CRN 07281350) and any of its subsidiaries or affiliates of the same from time to time, other than RDTL Group Companies.

"Relevant Requirements": all laws and regulations prohibiting bribery of public officials or individuals employed by any entities, all laws and regulations prohibiting the criminal facilitation of tax evasion as well as all laws and regulations prohibiting money laundering, terrorist financing and other acts of corruption, as such laws are amended from time to time, insofar as such laws or regulations are applicable to the Company, or its directors, officers and employees.

"services": the emergency or planned maintenance, overhaul, repair or adjustments to the Goods and/or Works, new and/or existing services as specified on the Order to be provided by the Supplier in accordance with the provisions of the Contract.

"Site" means the location at which the Goods are to be delivered, the services provided and/or the Works carried out as stated in the Order.

"Specification": any specification, drawing, sample etc, defined in the Order.

"Supplier": the company engaged to supply the goods and/or services and/or Work (as detailed in the Order (as defined below) and any assignee permitted by the Company in accordance with these Conditions (as defined below).

"Work": the carrying out of installation, erection, modification, repair to both new and/or existing Goods and/or Works as specified on the Order to be carried out by

the Supplier in accordance with the terms and conditions of the Contract to which additional specific clauses in this document shall apply.

1.2 Any reference in the Contract to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended from time to time.

1.3 Notwithstanding the absence of any express reference to "goods", "services" and/or "works" on the face of the Order, the Contract shall apply to all agreements for (i) the supply of goods; (ii) the provision of services and (iii) the carrying out of any works or any combination of (i), (ii) and (iii).

1.4 Nothing in this Contract shall be construed or deemed to constitute a partnership between any of the companies referred to as RDTL Group Companies or RDUK Group Companies nor as creating or purporting to create any joint and/or several liabilities between any of them.

2. The Contract

2.1 Subject to clause 2.2, the Company will only consider quotations and enter into contracts on the basis of these Conditions that forms part of the Contract or in any documents expressly incorporated into the Contract. Any other terms and conditions contained within the Supplier's quotation or in any invoice or delivery note (whether or not the same is signed by a representative of the Company) or in any correspondence or "tear off" slips are expressly excluded and have no contractual force.

2.2 Unless a formal separate agreement was entered into between the Company and the Supply (signed and dated by both parties), this Contract shall apply to the exclusion of, and shall prevail over, any terms and conditions contained in or referred to in any documentation submitted by the Supplier or in any correspondence or elsewhere or implied by trade custom, practice or course of dealing or any terms and conditions that appear or are referred to on the Supplier's website.

2.3 The Supplier has provided at the outset all information and documents required by the Company to enable the Company to comply with its own legal compliance and obligations, and in particular without limitation, the questionnaire available on www.ratpdevtransitlondon.com.

2.4 The Order constitutes the Company's acceptance of the Supplier's offer to supply the Goods, provide the services and/or carry out the Works specified therein in accordance with the Contract.

2.5 The Company reserves the right to purchase any goods, services and/or works from any supplier at its entire discretion.

3. Assignment and subcontracting

3.1 The Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights under the Contract, without the Company's prior written approval. The Company may assign, charge, transfer or sub-contract the Contract in its sole discretion.

3.2 The Supplier shall not sublet the whole or any part of its obligations under the Contract without the prior written consent of the Company and then only to suppliers approved by the Company. Insofar as the Company does give its consent the Supplier shall remain fully responsible for all acts and omissions of such suppliers and ensure that the insurance cover required to be maintained under the Contract provides the same cover for such suppliers as it does for the Supplier or alternatively, that equivalent insurance cover is maintained in respect of them.

4. Supplier's responsibilities

4.1 The Supplier shall manufacture and supply the Goods and/or carry out the Work in strict accordance with the Contract.

4.2 The Supplier shall not depart from any aspect of the Order or Specification unless approval so to do has been obtained in writing from an authorised officer of the Company.

4.3 The Supplier warrants to the Company that the Goods (which expression plant or equipment installed as part of the Works will, where no Specification is made:

(a) be of satisfactory quality and/or best workmanship of their kinds (within the meaning of the Consumer Rights Act 2015) and fit for any purpose held out by the Supplier or made known to the Supplier (expressly or by implication) on or before the date of the Order;

(b) be free from defects in design, materials and workmanship;

(c) correspond with the Specification and any sample previously provided;

(d) comply with all statutory requirements and regulations relating to the sale of the goods and/or services;

(e) not infringe the rights of any third party;

(f) be carried out by appropriately qualified and trained personnel, with due care and diligence and to such a high standard of quality as it is reasonable for the Company to expect in all the circumstances;

(g) comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods, the supply of services and / or the provision of the Works (as applicable) including without limitation all relevant statutory requirements, health and safety requirements, security regulations;

(h) as applicable, any services shall be provided using reasonable skill and care, in compliance with industry best practice and in accordance with the requirements stated in the Contract; and

(i) as applicable any Works shall be carry out and complete using reasonable skill and care, in compliance with industry best practice and in accordance with the requirements stated in the Contract; and

(j) where applicable, be carried out in a manner compliant with the requirements of IR35 legislation, relevant at the Commencement Date. Any breach that has not been disclosed to the Company in advance of signing and at the Commencement Date, shall be the liability of Supplier.

4.4 The quantity, quality and description of the Goods and / or the Works shall be as specified on the Order and/or the Specification. In particular, and save as otherwise set out in the Order, the Supplier shall ensure that any plant or equipment supplied as part of the service to be provided corresponds with the Specification, is of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier (expressly or by implication) on or before the date of the Order.

4.5 The Supplier shall maintain an effective and economical programme for quality, planned and developed in conjunction with other Supplier functions necessary to satisfy the Order requirements. To the above ends the Supplier shall apply the requirements of ISO 9001:2000 as appropriate or equivalent quality system standards approved by the Company, to the Goods to be provided and/or the Work to be executed. Any other requirements will be advised by the Company at the time of tender or order placement.

4.6 The Supplier shall ensure that where the provision of goods, services and/or the Works (as applicable) to be provided under the Contract needs to integrate with the activities of other suppliers or sub-contractors, full co-operation is maintained as far as reasonably practical. Should the Company incur any additional costs as a result of failure by the Supplier to integrate the said goods, services and/or the Works (as applicable) with such activities, the Supplier shall be liable for any additional substantiated and reasonable costs the Company may thereby incur.

4.7 The Supplier shall give all notices legally required and pay all fees legally payable in connection with the services and or the Works (as applicable) to be provided under the Contract.

4.8 All information systems, computers and associated software in the trading relationship between the Supplier and the Company must have "date integrity" including provision for "year" and "leap year".

The following additional clauses shall apply where any Works are to be carried out by the Supplier under an Order

4.9 The Supplier shall be fully responsible for all aspects of the design of the Works save as specifically excluded within the Specification.

4.10 The Supplier shall promptly notify the Company in writing in the event that the Supplier becomes aware of any ambiguity or error in the Specification or any respect in which the Works to be undertaken are unlikely to meet the Company's requirements.

4.11 The Supplier shall be given access to the Site on the Contract's Commencement Date and shall thereupon proceed regularly and diligently with the Works in accordance with the programme but in any event execute the Works by the Completion Date. The Supplier shall submit a monthly progress report to the Company or at such other frequency as the parties may reasonably agree.

4.12 The Supplier shall promptly notify the Company of:-

(a) Any requirement for obtaining consents for the Works and for complying with all such consents; and

(b) any claim, or circumstances which are likely to lead to a claim for the payment of any sum in excess of the Price. Failure to notify in accordance with this clause shall result in the Supplier being deemed to have waived any such claim.

4.13 Notwithstanding the Supplier's obligation to complete the Works on or before the Completion Date, the Supplier may be required to install, test and/or commission certain sections of the Works to comply with the programme. The Price is deemed to include any costs in connection with complying with this requirement.

4.14 The Supplier shall comply with all relevant statutory requirements, (including, without limitation, the Construction Design and Management) Regulations 2015, if applicable) and all health and safety requirements, and all security, and other Site regulations concerning the Works.

5. Inspection & testing

5.1 The Company reserves the right at any reasonable time to inspect the Goods before delivery whether complete or in production at the Supplier's premises or a location within the Supplier's control.

5.2 The Supplier shall permit the Company's duly authorised representative to access to the Supplier's premises and facilities for the purpose of systems and product quality audits as and when notified ; or to inspect, test and audit the performance record, management system and competences, at the premises of the Supplier or that of any third party before, during or after works carried out; or in the case of Goods and/or Works being supplied, their manufacture, processing or storage prior to despatch, and the Supplier shall provide the Company or any person to whom this right has been delegated by the Company with all facilities reasonably required for inspection, testing and auditing.

5.3 If any Goods and/or Works or part thereof fail to meet the Supplier's obligations set out in clause 4, the Supplier shall immediately take such remedial action as is necessary to ensure compliance, or the Company reserves the right in its sole discretion to reject any goods or parts thereof. All inspection tests, analyses of material etc, that may be required by the Company shall be undertaken at the Supplier's expense, and the Company shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions. The provisions of this clause shall not release the Supplier from any of its obligations under these Conditions.

6. Insurance

6.1 The Supplier shall be responsible for and insure against loss, destruction, and damage for Goods completely or partially manufactured and for all materials acquired by or delivered to the Supplier in connection with the Order, whether they are the property of the Supplier or Company, and until such time as the Goods are delivered (whether or not title has passed to the Company in accordance with clause 8) to the Company and/or the Work is completed.

6.2 Unless otherwise provided in the Order, the Supplier shall take out Employers Liability Insurance of not less than £10 million pounds (£10,000,000) in accordance with the Employers' Liability (Compulsory Insurance) Act 1969 plus a Public Liability Insurance Policy (in the case of provision of the services or carrying out of the Works) and a Product Liability Insurance Policy (in the case of supply of goods) with a reputable company in England, both with a limit of indemnity of not less than ten million pounds (£10,000,000) on an each and every claim basis and such insurance shall be maintained in force throughout the duration of the Contract and for a continuous period of six years thereafter.

6.3 The Supplier shall provide evidence of the policies of insurance required to be maintained under the Contract and evidence of premiums paid by way of a broker's letter whenever reasonably requested to do so by the Company. When trading with the Company on a regular basis evidence of renewals shall be provided at least annually.

The following additional clause shall apply where any Works are to be carried out by the Supplier under an Order

6.4 Unless otherwise provided in the Order, where the Supplier is undertaking any design responsibility for the Works or any part of the Works it shall maintain Professional Indemnity Insurance with a reputable company in England with a limit of indemnity of not less than ten million pounds (£10,000,000) on an each and every claim basis and such insurance shall be maintained in force throughout the duration of the Contract and for a continuous period of six years thereafter.

7. Liability & indemnity

7.1 The Supplier shall be responsible for and shall release and indemnify in full the Company, its employees and agents, from and against all expenses, liability, loss and claims whatsoever, in respect of death or personal injury, loss of or damage to property (including property belonging to the Company or for which it is responsible) and any other loss, damage, cost and expense which may arise in consequence of the Supplier's performance of the Contract and its obligations under these Conditions or the presence of the Supplier, its employees agents or subcontractors on the Company premises (including any claim made against the

Company by a third party), whether such injury, loss, damage, cost or expense be caused by negligence or otherwise, provided always that the Supplier will not be required to indemnify the Company for any injury, loss, damage, costs and expenses caused by the negligence of the Company, its employees agents or subcontractors and provided further that the Supplier's liability to indemnify as aforesaid shall be reduced proportionately to the extent that the negligence of the Company, its employees, agents or subcontractors may have contributed to the said injury, loss, damage, cost and expense.

7.2 Without prejudice to its liability to indemnify as set out in clause 7.1 above, until the Supplier has completed its obligations to supply the Goods and/or Work, the Supplier shall take out such policies of insurance as the Company may reasonably require and produce such policies and receipts for payment when requested by the Company.

7.3 The Supplier shall be liable for any and all acts or omissions of its employees, agents or sub-contractors arising out of or in connection with this Contract (whether arising from contract, breach of warranty, tort (including negligence), breach of statutory duty, non-fraudulent misrepresentation, under any indemnity or otherwise).

7.4 Other than in relation to its liability for death or personal injury caused by its own negligence, the Company's total liability for any and all acts or omissions of its employees, agents or sub-contractors arising out of or in connection with this Contract (whether arising from contract, breach of warranty, tort (including negligence), breach of statutory duty, non-fraudulent misrepresentation, under any indemnity or otherwise) shall be limited to the lesser of the Contract Price or twenty five thousand pounds (£25,000).

7.5 Notwithstanding anything contained in the Contract, in no circumstances shall the Company be liable to the Supplier, in contract or tort (including negligence or breach of statutory duty) howsoever arising, and whatever the cause thereof, for any (i) loss of production, loss of business, loss of contracts, loss of revenues or (ii) special, indirect incidental or consequential loss or damage of any nature whatsoever arising out of or in connection with the Contract.

7.6 Nothing in this Contract limits either party's liability for wilful misconduct or fraud committed by a party.

7.7 The Supplier shall defend, hold harmless and indemnify in full the Company (and its directors, officers, employees, agents, subcontractors, subsidiaries, affiliates and each of their successors) from and against any loss, claim, damages, costs and liabilities of any kind (including reasonable legal fees and expenses) to the extent that these arise out of or relate to the infringement of any patent, copyright, design right, trade mark, or other Intellectual Property Rights relating to the good, services and/or Works to be provided under the Contract.

7.8 Each party acknowledges that it considers the provisions of this Clause 7 to be reasonable, taking account of the other terms of this Contract and its ability to insure against the losses which might arise from a breach of this Contract.

7.9 The provisions of this Clause 7 shall survive the expiry or termination of this Contract.

8. Cancellation, delivery & title

8.1 Unless otherwise specifically stated in the Order, all Goods shall be delivered carriage paid at the place and on the date or dates and within the times stated on the Order and in relation to that time shall be of the essence. In the absence of any specific date and time for delivery, the Supplier shall deliver the Goods with all due diligence and expedition and in accordance with any reasonable requirements as notified by the Company and in any event between 7.00am and 4.00pm during working days only. Save as otherwise provided, the Company shall have the right to refuse to accept delivery of the Goods other than on the date or dates and times specified on the Order.

8.2 Title and risk in the goods shall pass to the Company upon delivery at the point specified in the Order, unless payment for the Goods (less any retention money) is made prior to delivery, in which case it shall pass to the Company once payment has been made and the Goods shall be considered to have been appropriated to the Contract and shall be marked "Property of the Company" In such circumstances the risk of the goods shall pass on delivery.

8.3 If the Goods and/or services are to be delivered in instalments, the Contract will be treated as a single contract and not severable.

8.4 The Company shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Company.

8.5 No charge shall be made for any containers, cases or packaging. If the Supplier desires the return of any containers, cases or packaging the advice or despatch notes and invoices shall be clearly marked to that effect whereupon the Company, without incurring any legal liability, will endeavour to make such return at the Supplier's expense and risk.

8.6 The Company shall be entitled to reject any Goods delivered or Work carried out, which is not in accordance with the terms of the Contract and shall not be deemed to have accepted any Goods or Work until the Company has had a reasonable time to inspect the Goods or Work.

8.7 Where Goods are imported, the delivery shall be made DDP (delivered duty paid) in accordance with Incoterms 2020 unless mutually agreed in writing.

8.8 Jigs, tools & fixtures etc.

All jigs, tools, fixtures, moulds patterns and/or equipment ("tooling") which is supplied or paid for by the Company shall remain the Company's property. The Supplier is responsible for maintaining all tooling in first class condition and immediately replace any of them if they are lost or destroyed or become worn out. The Supplier is responsible for adequate insurance of all tooling against loss or destruction. The Supplier may not at any time move tooling from their premises or dispose of tooling belonging to the Company, without prior written approval. The Company shall have the option to purchase any tooling from the Supplier at a fair price less any sum already paid by the Company towards the cost of tooling. The Supplier may not use any tooling for the production, manufacture or design of any materials other than that set out in this Contract unless mutually agreed in writing.

8.9 Cancellation

(a) The Company shall have the right to cancel the Order for the Goods, services, or Works (or any part of any of them) which have not yet been delivered or commissioned for the Company.

(b) In relation to any Order cancelled or part-cancelled under clause 8.9(a), the Company shall pay for:

(i) that part of the price which relate to the goods, services or works which at the time of the cancellation have been delivered to the Company; and

(ii) the costs of materials which the Supplier has purchased to fulfil the Order which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.

The following additional clauses shall apply where any services or Works are to be carried out by the Supplier under an Order:

8.10 Substitution

The Supplier may, with the prior written consent of the Company, appoint a suitably-qualified substitute with equivalent skill and expertise to perform the services or the Works on its behalf provided that the substitute enters into direct undertakings with the Company, including with regard to confidentiality and data protection and that the Supplier procures that the substitute shall comply with the Supplier's obligations set out in the Contract. In the event that the Supplier is unable to provide an acceptable substitute, the Company will be entitled to terminate the Contract. For the avoidance of doubt, the Supplier remains subject to these Conditions for the duration of the appointment of the substitute.

9. Price, advice notes, invoices & payment

9.1 The Price shall be as stated on the Order and no increase in the Price may be made without the prior consent of the Company in writing or by issue of a separate order, whether such increase may be on account of increased material, labour or transport costs, and fluctuation in rates of exchange or otherwise howsoever arising. The Price shall be exclusive of any applicable value added tax (which shall be payable by the Company subject to receipt of a VAT invoice).

9.2 Unless otherwise specifically stated in the Order, the Price shall be inclusive of all charges for packaging (and the return thereof), packing, shipping, carriage, insurance and delivery and off-loading of the Goods to the Site and any duties, imposts or levies other than value added tax.

9.3 A delivery or advice note quoting the order number and part number (if any) of the Goods shall be sent by the Supplier with all consignments. When the Supplier is QA approved by the Company, a certificate of conformity will be required for all consignments.

9.4 The Company shall be entitled to set off any debt due from the Supplier against any debt owed to the Supplier. Unless agreed otherwise in writing all payments will be made by BACS and in UK pound sterling.

9.5 Payment by the Company of any sum under this Contract shall be without prejudice to any claims or rights the Company may have against the Supplier and shall not constitute any admission by the Company as to the performance by the Supplier of its obligations under this Contract.

9.6 The Company reserves the right to withhold payment, if after inspection and notification to the Supplier, any of the Goods, services and/or Works do not meet the required or expected standards under the agreed terms, when written or oral.

9.7 The Supplier acknowledges and agrees and that no payment on account or advances shall be made by the Company other than subject to these Conditions to the exception of any other terms and conditions whether or not in writing.

9.8 In relation to goods:

(a) unless otherwise stated in the Order, the Supplier shall be entitled to invoice the Company on or at any time after delivery of the goods, and each invoice shall quote the number of the Order where an Order number has been notified to the Supplier.

(b) subject to the terms of this Clause 9 and unless otherwise stated in the Order or otherwise agreed in writing, on acceptance of the goods the Company shall pay the Price at the end of the month following a 60 day period from the date of receipt by the Company of a valid invoice.

9.9 In relation to services:

(a) unless otherwise stated in the Order, the Supplier shall be entitled to invoice the Company for the Service on a monthly basis in arrears.

(b) subject to the terms of this Clause 9, and/or to any deduction for any element of the Service which has not been provided in accordance with the Contract, and unless otherwise agreed in writing, the Company shall pay the sum as stated in the invoice at the end of the month following a 60 day period from the date of receipt by the Company of a valid invoice.

9.10 In relation to Works:

- (a) Unless otherwise stated in the Order, the Supplier shall be entitled to apply for payment in writing to the Company for that element or part of the Works carried out in the preceding month. The Company shall consider any such application and shall then issue a payment certificate, even if the sum due is zero ("Payment Certificate") stating how much money is due to the Supplier under the Contract, within 7 days of receiving the application for payment. On receipt of the Payment Certificate the Supplier should submit its invoice for the amount stated in the Payment Certificate. The date of the Payment Certificate shall be the "due date" and the date of the "Final Date for payment" shall be as stated in Clause 9.15.
- (b) Subject to the terms of this Clause 9 and/or to any deduction for any element of the Works which have not been carried out in accordance with the Contract, and unless otherwise agreed in writing, the Company shall pay the Price at the end of the month following a 60 day period from the date receipt by the Company of a valid invoice.
- (c) Unless otherwise agreed in writing between the Company and the Supplier, a retention of five per cent (5%) shall be deducted at the Company's sole discretion from each invoice submitted by the Supplier, where the Price of the Works exceeds twenty thousand pounds (£20,000). Such retention shall be released upon submission by the Supplier of a retention bond or bank guarantee in a form and substance acceptable to the Company or otherwise shall be paid to the Supplier upon expiry of the Defects Liability Period.

The following clauses shall apply in all cases

9.11 Payment of any invoice shall be subject to the Supplier having provided all relevant worksheets and certificates, as applicable, to demonstrate its entitlement to payment in accordance with this Clause 9. An invoice bearing a valid Company purchase Order number, delivery or Site address and be detailed in a similar format to the purchase Order to allow the matching of quantity and value order number, part number (if any) and Order price of the Goods, services and/or Work shall be sent by the Supplier as set out above. To ensure prompt payment of accounts, all invoices must bear all required information and be sent to the invoice address shown on the Order. It is expressly stated that the submission of an invoice which does not comply with this Clause 9.11 shall be rejected and no payment will be made to the Supplier.

9.12 The Company shall be entitled to set off against the Price any sums owed to the Company by the Supplier, whether under the Contract or any other contract or arrangement between the parties.

9.13 The Company shall not be obliged to pay and/or consider any invoice, which is received more than ninety (90) days after the Goods have been delivered to the Company and/or the Work or service has been completed unless the Supplier has given advance notice in writing (but no less than fourteen (14) days prior to the expiry of the ninety (90) days mentioned above) to the Company of its intention to raise an invoice for Goods delivered, and/or Work or Service completed. This notice shall include full substantiation by the Supplier to support its invoice including, but not limited to, the Company's agreement to the price (by way of example: any relevant purchase orders), date and proof of receipt of the Goods, and/or date of signed acceptance of the Work or Service carried out.

9.14 The Supplier shall be entitled to charge interest on any undisputed overdue payments from the due date for payment until the date of payment at a rate of two per cent (2%) above the Bank of England's base rate from time to time.

9.15 The Company may, up to 5 days before any Final Date for Payment issue a Pay Less Notice and shall pay the Supplier less than the sum set out in any Payment Certificate (the "Notified Sum").

10 Tax & national insurance

The following additional clauses shall apply where any services or Works are to be carried out by the Supplier under an Order:

10.1 The supplier hereby covenants that it complies with IR35 rules. Without prejudice to and notwithstanding this covenant, the Supplier will be responsible in particular (without limitation) for, and will account to the appropriate authorities for, all income tax liabilities and national insurance or similar contributions payable in respect of the payments made by it to individual(s), independent contractors or their substitutes supplied by it for the provision of the services or the Works under this Contract. The Supplier acknowledges that the Company will not be operating PAYE or making or deducting any national insurance contributions in respect of the provision of services or Works and the Price payable under this Contract. The Supplier acknowledges that the Company will not pay those individuals, independent contractors or their substitutes and as such they will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Company or any Group Company.

10.2 The Supplier will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and national insurance or similar contributions payable in respect of the payments made to it and/or any substitutes under the Contract.

10.3 If any claim, assessment or demand is made against the Company or any Group Company for payment of income tax or national insurance contributions or other similar contributions due in respect of the payments made to Supplier under the Contract:

- (a) no payment will be made by the Company to HMRC without the Supplier first being given particulars of any proposed payment and the opportunity, at the Supplier's own expense, to dispute the basis for it and amount;
- (b) the Supplier will indemnify in full the Company and any Group Company against any liability, assessment or claim together with any penalty, fine or interest paid by the Company or any Group Company in connection with or in consequence of any such liability, assessment or claim except where such recovery is prohibited by law;
- (c) the amount payable by under this indemnity will be reduced by any amount paid by the Supplier to HMRC in respect of tax and national insurance contributions in accordance with Clause 10.1 above, except where HMRC has already set off any such amount paid by the Supplier against the Company's liability.

10.4 The Supplier will indemnify in full the Company and any Group Company against any liability, assessment or claim together with all reasonable costs and expenses and any penalty, fine or interest paid by the Company and/or any Group Company in connection with or in consequence of any such liability, assessment or claim for any employment-related claim or claim based on worker status brought by you and/or any substitute against the Company or any Group Company arising out of or in connection with the provision of the services, except where such claim is as a result of any act or omission of the Company or any Group Company.

10.5 The Company may satisfy the indemnity in Clauses 10.3 and 10.4 by way of deduction from any payment(s) due to the Supplier.

11. Defects

11.1 Without limiting the Company's other rights or remedies at law or otherwise, the Supplier shall replace, repair, correct or refund or make good free of charge to the Company any Goods or any part thereof and/or carry out rectification to any goods, services or Work (or any part thereof) to be provided hereunder, which is found to be defective, deficient or that fails to meet the Supplier's obligations set out in Clause 4 within a period of twelve months for goods and eighteen months for services or for Works (or a longer period if mutually agreed or otherwise as set out in the Order) after delivery of the goods, services and/ or completion of the Work or such other time period as may be agreed between the parties ("Defective Liability Period"). Defective goods shall be returned at the Supplier's expense and risk.

11.2 In relation to services and Work to be provided under the Contract, any such defect or deficiencies that arise from a breach of Clause 4.1 shall be made good by the Supplier entirely at its own cost promptly following notification in writing of any such defects or deficiencies and at a time convenient to the Company (acting reasonably) provided that such notification is given to the Supplier during the relevant Defects Liability Period or within fourteen (14) days of its expiry.

11.3 If the Supplier shall fail to make good defects or deficiencies promptly as aforesaid, the Company may engage others to carry out the necessary work and the Supplier hereby agrees to indemnify the Company in full against the cost thereof.

11.4 In the event that the Company exercises its right to make good any defects or deficiencies in accordance with Clause 11.2 above, such work shall be deemed to have been carried out by the Supplier and the liability of the Supplier in relation to the Goods and/or Works shall be unaffected thereby.

11.5 The provisions of these Conditions shall apply to any goods, services or Work(s) (as applicable) that are repaired, replaced or corrected with effect from the delivery of the repaired, replacement or corrected goods, services or Work(s).

12. Termination

12.1 The Company shall be entitled to terminate the Contract forthwith without liability to the Supplier by giving notice (if permitted by law) to the Supplier at any time if:

12.1.1 Goods, services or Work conforming to the Specification have not been delivered or completed by the Delivery Date stated in the Order.

12.1.2 the Supplier fails at any time to execute with due diligence and expedition any work requisite and necessary for ensuring the proper performance of the Contract. The Company may immediately terminate the Contract upon written notice if the Supplier commits any material breach of its obligations under the Contract that is not remedied within 30 days following receipt of written notice thereof from the Company.

12.1.3 the Supplier is in breach of or the Company (a) suspects that the Supplier is in breach of clauses 21 to 26 below or (b) believes that the Supplier's behaviour is likely to affect the Company's reputation.

12.1.4 the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986 or any re-enactment or modification of it) or, being an individual or firm, becomes bankrupt or, being a company, becomes subject to an administration order or goes into liquidation, otherwise than for the purpose of solvent amalgamation or reconstruction or threatens to do any of these things (or any judgement is made against the Supplier or any similar occurrence affects the Supplier in any foreign jurisdiction); or an encumbrancer takes possession of, or a receiver is appointed in respect of, any of the property or assets of the Supplier; or the Supplier ceases, or threatens to cease, to carry on business; or the Company reasonably apprehends that any

of the events mentioned above is about to occur in relation to the Supplier anywhere in the world and notifies the Supplier accordingly.

12.2 Notwithstanding Clauses 12.1, the Company shall be entitled to terminate the Contract subject to giving fourteen (14) days' prior written notice to the Supplier. In such circumstances, the Company shall pay the Supplier such proportion of the Price as it is fair and reasonable to pay for the actual quantity of the Goods supplied, the Services provided and/or the Works completed as at the date of termination.

12.3 Neither party shall be liable to each other or be deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result by reason of an event, circumstances or cause beyond its reasonable control (a "Force Majeure Event"). The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations. If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 14 working days, the Company may terminate the Contract immediately by giving written notice to the Supplier. In such circumstances, the Company shall reimburse the Supplier such proportion of the price as it is fair and reasonable to pay for the actual quantity of the goods supplied, the services provided and/or the Works completed as at the date of termination.

12.4 Any termination pursuant to Clause 12.1 and 12.2 shall not affect any other rights and remedies each party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

13 Consequences of termination

The following additional clauses shall apply where any Goods and/or services are to be supplied by the Supplier under an Order

13.1 Without prejudice to any other remedies which may exist, if any Goods services and or Works are not supplied or do not comply with the terms and conditions of the Contract, then the Company shall be entitled:

- (a) to require the Supplier to agree with the Company a new date for completing the supply, provision, the repair or replacement (as appropriate) as soon as possible; or
- (b) at the Company's sole discretion, to treat the Contract as repudiated by the Supplier's breach immediately following notice from the Company and require the repayment of any part of the Price which has been paid, together with any sums payable under Clause 9.

13.2 If the Goods are not delivered on the Delivery Date then, without prejudice to any other remedy, the Company shall be entitled to deduct from the Price or (if the Company has paid the Price) to claim from the Supplier by way of liquidated damages for delay, one per cent (1%) of the Price for every week's delay, up to a maximum of ten per cent (10%) of the Price or such other liquidated damages as are specified in the Contract.

13.3 On termination other than pursuant to Clause 13.1, title in all Goods paid for by the Company, whether on or off the Site, shall vest in the Company.

13.4 Without prejudice to the above, upon termination, the Supplier shall refund to the Company, any advance payments for Goods or Work and the Company shall be at liberty to enter into any agreement with such other persons or firms as the Company may think fit for the completion of the Order. The Company also shall be entitled to recover from the Supplier all costs and damages in excess of the total price provided in the Order incurred by the Company in consequence of the termination of the Contract. If the Supplier fails to refund any advance payments or pay for such excess costs as defined in this Clause, the Company may deduct such sums from monies due to the Supplier from the Company.

The following clauses shall apply where any services and /or Works are to be carried out by the Supplier under an Order

13.5 On the receipt or giving of a notice to terminate in accordance with the terms of this Contract, or the date of appointment of a successor to the Supplier the Supplier shall without making a charge:

- (a) use all reasonable efforts to facilitate from the date of termination the transfer of the provision of the services and/or Works to be provided under the Contract to the Supplier's successor or at the Company's option to the Company itself;
- (b) provide the Supplier's successor and the Company with reasonable access to all relevant information, data and records and comply with all reasonable requests made by the successor and the Company in connection with preparing for taking over the provision of the services and/or Works to be provided under the Contract; and
- (c) provide to the Company a copy of any software developed by the Supplier specifically for the purpose of providing the said services and/or Works to the Company.

13.6 Subject to Clause 13.7, if the Works are not executed by the Completion Date, then, without prejudice to any other remedy, the Company shall be entitled to deduct from the Price or (if the Company has paid the Price) to claim from the Supplier by way of liquidated damages for delay one per cent (1%) of the Price for every one week's delay, up to a maximum of ten per cent (10%) of the Price or such other liquidated damages as are specified in the Contract.

13.7 In the event that the Works are not completed by the Completion Date and such delay is as a result of default by the Company, then the parties shall in good faith agree a new completion date allowing the Supplier a reasonable time, taking into account all circumstances, to complete the Works provided always that in the

event that the Works are not executed (in all or in part) within six (6) weeks of the Completion Date, then the Company may terminate the Contract pursuant to Clause 12.1 and Clause 13.6 shall apply.

13.8 On termination, the Company may itself take over the Works or make such arrangements as it considers necessary to have the Works completed otherwise than by the Supplier, who shall thereafter be excluded from further performance of the Works. In such event, the Company shall cease to be obliged to make any further payment under the Contract until the Works are completed. Upon completion of the Works, the Supplier shall pay to the Company an amount calculated as follows: - ((b) + (c)) - (a), where: - (a) is the Price; (b) is the certified cost to the Company of having the remainder of the Works completed plus any loss, damage or other expenses suffered or incurred by the Company; and (c) is an amount equal to any amount already paid to the Supplier plus any sum due under Clause 9.

14. Intellectual property

14.1 Royalties and Patents

The Supplier warrants that all royalties and fees on copyright or patented articles, processes, registered and unregistered designs and any other Intellectual Property Rights, have been paid and shall indemnify the Company in full from and against all claims and expenses in respect thereof. In respect of the Goods supplied to the Company pursuant to the Contract, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the Delivery Date of such items to the Company, it will have full and unrestricted rights to sell and transfer all such items to the Company, and the Supplier shall indemnify the Company in full from and against all claims and expenses in respect thereof.

14.2 Rights in Design and Copyright

Design rights and other Intellectual Property Rights in any items or processes developed under the Contract shall become the property of the Company. The copyright in all works produced by Supplier shall automatically vest and remain the property of the Company. The Supplier shall when required execute any document in a form provided by the Company evidencing the Company's ownership.

14.3 General

(a) Subject to Clause 7.7, any drawings, documents and information, including, but not limited to, all reports, statements, summaries, certificates, calculations and any other information, including any such information which is generated by or stored on computer, which have been or shall be prepared or provided by or on behalf of the Supplier relating to this Contract ("the "Documents") shall, as the case may be, vest in or remain vested in the Supplier but notwithstanding the completion or abandonment of the works at the Site or termination or alleged termination of this Contract, the Supplier hereby grants an irrevocable, royalty-free, non-exclusive, transferable licence to the Company to use, reproduce and/or modify the Documents for any purpose whatsoever including, without limitation, the execution, completion, maintenance and reinstatement of the Works, goods and/or services and to the extent that the Supplier procures Documents from others, it shall, unless previously agreed otherwise, ensure that a similar licence to use and reproduce such Documents is also granted to the Company.

(b) The Supplier hereby grants the Company an irrevocable, royalty-free, non-exclusive, transferable licence to the Company to use, reproduce, decompile and/or modify any software, code, source code, operating or control system used by, in connection with or otherwise to control, monitor or otherwise operate any Works, goods or services supplied by it under this Contract.

(c) The Supplier warrants that it has not infringed any third party's Intellectual Property Rights.

15. Confidentiality

15.1 All Specifications, drawings and technical descriptions correspondence and price information supplied by the Supplier or the Company in connection with the Contract are confidential and their use must be confined to the Company and or the Supplier, its sub-Suppliers or employees solely for the purpose of execution of the Contract, and each party shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Clause as though they were a party to the Contract.

15.2 Neither party shall, without the prior written consent of the other, disclose to any person or otherwise make use of any other information which has come into its possession or which may in the course of the Contract come into its possession relating to the other, the Contract or otherwise, nor shall it disclose to any person whatsoever anything contained in the Contract.

15.3 The restrictions of this Clause 15 shall continue to apply except where:-

- (a) such information comes properly into the public domain through no fault of such party;
- (b) such party is required by law any governmental or regulatory authority or by a court of competent jurisdiction to disclose the information in question;
- (c) such party discloses such information to its bankers or financial, economic, legal or other advisers; or
- (d) the Company discloses information necessary for the work for which they are engaged in connection with this Contract.

15.4 The Supplier shall not without the prior written consent of the Company make any press announcements or publicise the Contract or its contents in any way or that the Supplier supplies Goods to or carries out Work for the Company.

15.5 The obligations contained in this Clause 15 shall continue notwithstanding any termination or expiry of the Contract

16. Statutory compliance and health & safety at work

16.1 The Supplier shall in the execution of the Contract ensure that all designs, materials and workmanship comply with any act of parliament, statutory instrument or order or any other regulation or bye law from time to time in force which are or may become applicable during the period the Contract is in force. Without prejudicing the generality of the preceding sentence, the Supplier shall perform this Contract in a manner fulfilling all statutory responsibilities in respect of safety, health and welfare. The Supplier shall ensure that at all times it has and maintains all the clauses, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

16.2 In the event of the Order covering Work to be carried out on the Company's premises the following shall apply. Before entering the Company's premises, the Supplier shall have informed himself of the Company's normal operating procedures, rules and regulations etc. The Supplier, its employees or agents whilst on the premises of the Company in connection with the Order shall in all respects conform to and comply with relevant statutory legislation and any requirements and instructions that may be given by an authorised officer of the Company.

17. Notice

Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices given by facsimile or personal delivery shall be deemed to be received on the day of service (if within business hours) and on the next working day (if outside working hours). Notices served by first class post shall be deemed to be received on the second day after posting. The parties agree that e-mail is an acceptable medium for transmission of notices and that any notice sent by e-mail shall constitute a valid notice in accordance with this Clause 17. This Clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution and no service by email shall be accepted in such circumstances.

18. Miscellaneous

18.1 Save as otherwise provided, the Contract constitutes the whole agreement between the parties relating to the transactions contemplated by this Contract and supersedes all previous agreements between the parties relating to these transactions.

18.2 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.

18.3 A person who is not a party to the Contract shall not have any rights to enforce its terms.

18.4 Under the Contract the Supplier shall be an independent contractor, maintaining complete control over its personnel and operations. Nothing in the 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.

18.5 Failure by either party at any time to enforce any of the provisions of this Contract shall not be construed as a waiver by such party of such provision or in any way affect the validity of this Contract or any part thereof.

18.6 If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Contract shall not be affected.

19. Governing law & competent jurisdiction

19.1 The Contract shall be construed and governed in all respects in accordance with the laws of England and Wales and subject to Clauses 19.2 and 19.3, any disputes or differences arising under the Contract shall be subject to the exclusive jurisdiction of the English courts.

19.2 Should any dispute or difference arise out of or in connection with the Contract, both parties shall use all reasonable endeavours so that any such disputes are initially discussed by respective senior authorised representatives of the Supplier and the Company.

19.3 If any dispute or difference arising under the Contract has not been resolved to the satisfaction of both the Supplier and the Company within two (2) weeks of the commencement of discussions under Clause 19.2, then a director of each party shall meet and make a bona fide attempt to reach settlement.

19.4 Although the parties are to use all reasonable endeavours to resolve disputes in accordance with Clauses 19.2 and 19.3, the commencement of any mediation and/or dispute resolution process shall not prevent the parties commencing or continuing court proceedings in relation to the dispute.

20. Discrimination

The Supplier shall not unlawfully discriminate within the meaning and scope of any law or regulation relating to discrimination (whether in race, gender, religion, disability, age, sexual orientation or otherwise) in employment. The Supplier shall take all reasonable steps to secure the observance of this provision by all servants, employees or agents of the Supplier and all suppliers and sub-contractors (if any) employed in the execution of the Contract.

21. Employment of Domestic & Foreign Workers

Where the Supplier is undertaking any work and/or services on behalf of the Company, the Supplier undertakes not to employ or use any labour in contravention of the requirements of The Modern Slavery Act 2015 and Section 8 of the Asylum and Immigration Act 1996 and indemnifies the Company in full against any claim, dispute, consequence or responsibility in the use of such labour. The Supplier shall promptly report to the Company in the event of uncovering any instances of modern slavery in its direct and / or indirect employment, or other areas of its supply chain.

22. Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE")

22.1 Where TUPE applies, the Supplier shall co-operate in the transfer of the provision of services (or such of the services as the Company shall specify) to any new contractor or to the Company so as to avoid or minimise as far as possible any disruption to the continuity of the services and the Supplier shall comply with such arrangements as the Company may notify to the Supplier for this purpose. In cooperating, the Company expects the Supplier to play an active part in the consultation process which should be a minimum period of four (4) weeks from the first notification to all transferring employees.

22.2 Where TUPE applies, the Supplier shall promptly upon request, from time to time, (whether before or after the expiry or termination of any Contract), supply in writing to the Company and any other nominated contractor who may be tendering for the services, such TUPE information relating to the employees employed by the Supplier in the provision of the services as may be requested, together with copies of all the contracts of such employment. The Supplier warrants to the Company for all purposes (including without limitation the Data Protection Act 2018 as amended) that the Supplier has all necessary consents and registrations as may be required under the Data Protection Act 2018 as amended for these purposes.

22.3 Where TUPE applies, the Supplier shall not during the last 6 months of the contract period set out in the Order or following the giving of any termination notice, change any of the terms of the employment of its employees or engage any new employees or redeploy, replace or dismiss any employee involved in the provision of the services without the written consent of the Company, save in respect of any termination as a result of disciplinary action or the resignation of any employee.

22.4 Where TUPE applies, the Supplier shall indemnify and keep the Company indemnified in full in respect of any and all liability whatsoever which may be incurred by the Company in respect of any transferred employee as a result of or in consequence of any act or omission on the part of the Supplier prior to the date of such transfer, including but not limited to payment of all emoluments, tax and national insurance contributions, any employee claim and/or any inaccuracy of information provided by the Supplier.

23. Sustainable commitment & corporate responsibility

The Supplier shall comply with the Company's sustainability principles available on request. The Supplier shall upon the Company's request send a report to the Company which states the actions it has conducted in favour of sustainable development, in particular in respect of: reductions in energy consumption (water, gas, electricity) reductions in waste into the water, air, and the soil reductions in waste produced during different stages of production. The Supplier commits to comply with all existing laws and regulations including, but without limitation, those relating to the employment of clandestine workers, children and forced labour, as well as those relating to health and safety, environmental protection and unlawful discrimination. The Supplier commits to the provision of any documents (relating to the above) reasonably required by the Company.

24. Anti-Bribery & Corruption Gifts and Conflict of Interest

24.1 In carrying out the terms of this Contract, each of the Parties shall:

a) strictly comply with clause 24 and applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering that may in particular entail a public contract debarment, including but not limited to:

- The UK Bribery Act 2010 as amended,

- The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997,

b) undertake to put in place and implement all necessary and reasonable policies and measures to prevent corruption, money laundering and any other related forms of corruption;

c) not engage in any activity, practice or conduct which would constitute an offence

under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

d) comply with the Company's **code of business** and **code of ethics**, anti-bribery and anti-corruption policies, in each case as the Company may update them from time to time;

e) in the case of the Supplier, have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce, where appropriate; and

f) in the case of the Supplier, promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract and /or any other breach of this Clause as well as any investigation, proceedings or enquiry concerning the Supplier, of an inclusion on one or more official international, European and local lists indicating a sanction for non-compliance with the rules and regulations set out in this Clause (**Regulations**) (exclusion from public contracts, ineligibility, financial sanctions, asset freezes, military or sectoral embargoes, internal repression, territorial bans) (hereinafter the "List(s)"), failure to comply with the Regulations or a conviction and the corrective measures implemented to comply with the Regulations. The Supplier declare that it is not, and its owners and officers are not, included on any such List.

24.2 Each of the Parties declares that

(A) to its knowledge, it does not have any conflict of interest in connection with this Contract. Each Party undertakes to inform the other of any situation that may lead to a conflict of interest;

(B) to its knowledge, its legal representatives, directors, employees, agents, and anyone performing services for or on behalf of the Company pursuant to this Contract do not and will not directly or indirectly offer, give, agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public international organisation, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for the Company or to gain any advantage in the conduct of business for the Company; and

24.3 The Supplier further undertakes to ensure that neither the Supplier nor any of its legal representatives, directors, employees, agents, sub-contractors and anyone performing services for or on behalf of the Company under this Contract are listed on the List(s) by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs and/or bidding following invitations to bid advertised by the World Bank or any other international development bank.

24.4 The Supplier further undertake:

(a) that it has not provided or promised any improper advantage to the other Party or to any third party, in order to enter into this Contract.

(b) its own service providers and subcontractors comply with the same rules as those set out in this Clause 24.

24.5 Each of the Parties declare that they are not, and have not been, the subject of any investigation, enquiry or proceedings by any court, governmental, international, administrative or regulatory body or customer with respect to a violation or alleged violation of the Regulations.

24.6 Each of the Parties have retained and undertakes to retain for an appropriate period following termination of this Contract, accurate supporting documentation of their compliance with the terms of this Clause 24.

24.6 If the Company notifies the Supplier that it has reasonable grounds to believe that the Supplier has breached any term of this Clause 24:

(a) the Company is entitled to suspend performance of this Contract without notice for as long as the Company considers necessary to investigate the relevant conduct without incurring any liability or obligation to the Supplier for such suspension;

(b) in such circumstances the Supplier is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct, of which it has been notified;

(c) on notification, the Company may immediately terminate this Contract without notice and without incurring any liability;

(d) the Supplier undertakes to indemnify the Company, to the maximum extent permitted by law, for any loss, damages, or expenses incurred or suffered by the Company arising out of such breach

24.7 The Supplier shall ensure that any person associated with the Supplier who has performed and/or is performing Services and/or has carried out and/or is carrying out Works and/or who has provided and/or is providing Goods in connection with this Contract (including without limitation subcontractors, service providers, customers, consultants, sales agents, sales representatives, customs forwarders, lawyers, partners, accountants, business introducers or any other intermediaries acting on its behalf in connection with marketing or sales,

negotiating contracts, obtaining licences, permits or other approvals or any action benefiting the Supplier) does so only on the basis of a written contract which imposes on and secures from any such person terms equivalent to those imposed on the Supplier in this Clause 24 ("Relevant Terms"). The Supplier is responsible and shall be responsible for the observance and performance by any such person of the Relevant Terms, and is and shall be directly liable to the Company for any breach by any such person of any of the Relevant Terms.

24.8 A breach of this Clause 24 by the Supplier is a material breach of this Contract.

24.9 For the purpose of this Clause 24 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 24 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

25. Facilitation of tax evasion and other forms of corruption

25.1 In carrying out the terms of this Contract, the Supplier has and shall:

(a) strictly comply with applicable laws regarding tax evasion, including but not limited to the Corporate Criminal Offence of the Facilitation of Tax Evasion ('CCO') at Chapter 3 of the Criminal Finances Act 2017 and the Relevant Requirements;

(b) comply with the Company's CCO policy as the Company may update them from time to time;

(c) have and shall maintain in place throughout the term of this Contract its own policies and procedures in relation to Clause 25.1(a).

25.2 The Supplier has retained and undertakes to retain for an appropriate period following termination of this Contract, accurate supporting documentation of its compliance with the terms of this Clause 25.

25.3 If the Company notifies the Supplier that it has reasonable grounds to believe that the Supplier has breached any term of this Clause 25:

(a) the Company is entitled to suspend performance of this Contract without notice for as long as the Company considers necessary to investigate the relevant conduct without incurring any liability or obligation to the Supplier for such suspension;

(b) in such circumstances the Supplier is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct, of which it has been notified;

(c) on notification, the Company may immediately terminate this Contract without notice and without incurring any liability;

(d) the Supplier undertakes to indemnify the Company, to the maximum extent permitted by law, for any loss, damages, or expenses incurred or suffered by the Company arising out of such breach.

25.4 A breach of this Clause 25 by the Supplier is a material breach of this Contract.

26. Data Protection

26.1 For the purpose of this Clause 26, the following terms shall mean as follows unless the context otherwise requires:

"Applicable Law" has the meaning given to it in Clause 26.5(a).

"Data Protection Legislation": means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Electronic Communications Data Protection Directive (2002/58/EC); the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), as amended from time to time in the UK and including where applicable, the guidance and codes of practice issued by the Information Commissioner.

"Data Controller", "Data Processor", "Data Subject" and "Personal Data": have the meanings given to them in the Data Protection Legislation.

"UK GDPR": means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

26.2 Both parties will comply with all applicable requirements of the Data Protection Legislation.

26.3 This Clause 26 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

26.4 In performing its obligations under the Contract, the Supplier may process Personal Data on behalf of the Company. The parties acknowledge that for the purpose of the Data Protection Legislation, the Company is the Data Controller and the Supplier is the Data Processor.

26.5 Without prejudice to Clause 26.2, 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 written instructions of the Company

unless the Supplier is required by the laws of the UK or any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (“Applicable Law”). Where the Supplier is relying on Applicable Law as the basis for processing Personal Data, the Supplier shall promptly notify the Company of this before performing the processing required by the Applicable Law unless the Applicable Law prohibits the Supplier from so notifying the Company;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company upon request, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. The technical and organisational measures must be appropriate to:

- (i) the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage; and
- (ii) the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (which 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 only process the Personal Data in accordance with Clause 26.5(a), have undergone adequate training in the use, care, protection and handling of Personal Data, and are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the European Economic Area, unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:
 - (i) the Company 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 Company with respect to the processing of the Personal Data;
- (e) assist the Company in responding to any request from a Data Subject and in ensuring compliance with the Company’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Company promptly, and in any event within 24 hours, on becoming aware of a Personal Data breach, and provide the Company with further information on the breach as and when further details become available;
- (g) at the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 26 and allow for audits by the Company or the Company’s designated auditor.

26.6 The Supplier shall notify the Company immediately if it considers that any of the Company’s instructions infringe the Data Protection Legislation.

26.7 Before allowing any third-party processor to process any Personal Data under the Contract, the Supplier must:

- (a) notify the Company in writing of the intended third-party processor and processing;
- (b) obtain the written consent of the Company to the appointment of the third-party processor;
- (c) enter into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this Clause 26; and
- (d) provide the Company with such information regarding the third-party processor as the Company may reasonably require. As between the Company and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

26.8 The Supplier shall indemnify the Company in full against all losses, claims, damages, liabilities, costs and expenses (including legal costs) incurred by the Company in respect of any breach of this Clause 26 by the Supplier.

27. Supplier’s Acknowledgement and Acceptance of the General Conditions of Supply

The Supplier hereby acknowledge having read and understood these Conditions and accept them.

For the avoidance of doubt, the supply to the Company of goods services or Work pursuant to the Company’s purchase Order constitutes acceptance

of these Conditions which are attached to the Order or have been made available to the Supplier prior to or at the time of the purchase Order.

Signature _____
 Print name _____
 Position _____
 Date signed _____
 Supplier’s name or trading name (if different) _____

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