

TRULINE TERMS AND CONDITIONS OF PURCHASE

1 Definitions

1.1 In these terms:

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday in England), when banks in London are open for business;

“**Company**” means Truline Systems Limited (company number:14681756) whose registered office is at 28 Suttons Park Avenue, Reading, Berkshire, RG6 1AZ;

“**Contract**” means the contract between the Supplier and the Company for the supply of the Goods and/or Services to the Company by the Supplier, in accordance with these Terms;

“**Control**” has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;

“**Controller**” has the meaning set out in the Data Protection Legislation;

“**Company Materials**” means all materials, equipment, tools, specifications, information and data supplied by or on behalf of the Company to facilitate the Supplier’s performance of the Contract;

“**Data Protection Legislation**” means the Data Protection Act 2018, or, for the period it remains in force in the UK, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);

“**Deliverables**” means all documents, products and materials developed by the Supplier or its agents, contractors, employees or other representatives as part of, or in relation to, the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including any drafts of the same);

“**Developed IPR**” means the Intellectual Property Rights created by the Supplier (or a third party on behalf of the Supplier) specifically for, or in the performance of, the Contract;

“**Goods**” means the goods (or any part of them) to be supplied by the Supplier to the Company, as set out in the Order;

“**Goods Specification**” means the specification for the Goods, including any related plans and drawings, agreed in writing by the Company and the Supplier and set out and/or referenced in the Order;

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

“**Mandatory Policies**” means the Company’s business policies as notified to the Supplier by the Company from time to time but including, in any event, those policies listed in the Schedule to these Terms;

“**Order**” means the Company’s order for the supply of Goods and/or Services, as set out in the Company’s purchase order form;

“**Order Acknowledgement**” means the Supplier’s written acceptance of the Order;

“**Personal Data**” has the meaning set out in the Data Protection Legislation;

“**Processing**” has the meaning set out in the Data Protection Legislation and “processed” shall be construed accordingly;

“**Quotation**” means the Supplier’s quotation issued to the Company, setting out indicative details of the Goods and/or Services (including the price) to be supplied to the Company in accordance with these Terms;

“**Relevant Jurisdiction**” means the United Kingdom;

“**Services**” means the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Service Specification;

“**Service Specification**” means the description or specification for Services agreed in writing by the Company and the Supplier and set out and/or referenced in the Order;

“**Supplier**” means the person or firm from whom the Company purchases the Goods and/or Services; and

“**Terms**” means the standard terms and conditions of purchase of the Company, as set out in this document.

1.2 “**Persons**” includes natural persons, firms, partnerships, companies, corporations and that person’s personal representatives, successors and permitted assigns.

1.3 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4 Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**”, or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 A reference to “**writing**” or “**written**” includes emails.

1.6 Clause headings are inserted for ease of reference and shall not affect interpretation.

1.7 Words suggesting a gender shall include all other genders and words indicating the singular shall include the plural and vice versa.

2 Basis of contract

2.1 These Terms apply to the Contract to the exclusion of any other terms that the Supplier may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No variation to the Terms and/or the Contract shall be binding unless agreed in writing between the Supplier and the Company in accordance with clause 0. 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 which are inconsistent with the Terms.

2.2 The Company shall provide to the Supplier all information which the Supplier reasonably requests in order to enable the Supplier to compile the Quotation. Whilst the Company shall use reasonable endeavours to ensure that the information it provides to the Supplier is accurate, up to date and complete, the Company shall not be liable for any costs incurred by the Supplier as a result of any information provided by the Company to the Supplier being inaccurate, incomplete and/or out of date and it shall be the responsibility of the Supplier to verify the same.

2.3 A Quotation shall not constitute an offer or counter offer. Any request from the Company to change any details relating to the supply of the Goods and/or Services as set out within the Quotation shall result in either a revised Quotation being issued by the Supplier or the Supplier shall set out in writing in an email to the Company the revised details and amendments to its Quotation, as a supplement to the Quotation.

2.4 The Order constitutes an offer by the Company to purchase Goods and/or Services from the Supplier in accordance with these Terms.

2.5 The Order shall be deemed to be accepted on the earlier of:

2.5.1 the Supplier issuing written acceptance of the Order; and

2.5.2 any act by the Supplier consistent with fulfilling the Order;

at which point the Contract shall come into existence (“**Commencement Date**”).

2.6 If there is any conflict between the documents which form the Contract, they shall take priority in the following order to the extent of the conflict:

2.6.1 the Order; and

2.6.2 the Terms.

2.7 No agent of the Company has any authority to bind the Company, nor to place any Order on behalf of the Company.

- 2.8 The Company may make changes to the Terms from time to time and such changed Terms shall apply to any and all contracts entered into by the parties after the date of variation. The Supplier is advised to keep the Terms under review.
- 2.9 All of these Terms shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.10 The Supplier must comply at all times with the requirements of the Company's approved supplier programme. The Supplier shall demonstrate such compliance to the Company, as reasonably requested by the Company from time to time. If the Supplier does not comply with the aforementioned requirements then the Company shall have right to terminate the Contract in accordance with clause 0 below and without any liability as a result to the Company.

3 Supply of Goods

- 3.1 The Supplier shall ensure that the Goods:
- 3.1.1 correspond with the Order and the Goods Specification;
- 3.1.2 are 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 (including in the Goods Specification and whether made known expressly or by implication), and in this respect the Company relies on the Supplier's skill and judgement;
- 3.1.3 are free from defects in design, materials and workmanship and remain so:
- (i) for up to 12 months after delivery; or
- (ii) if the Goods have a specific shelf life, the shelf life of the product (and the Supplier must inform the Company of any applicable shelf life in the Quotation);
- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture (including any safety requirements), labelling, packaging, storage, handling and delivery of the Goods in the Relevant Jurisdiction, and all Mandatory Policies, as well as any standards, laws and/or industry codes of practice as the Company may dictate as part of the Order; and
- 3.1.5 in respect of their use, do not cause the Company (and/or its end customer) to be in breach of any third party Intellectual Property Rights.
- 3.2 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 the Contract in respect of the Goods.
- 3.3 The Supplier shall provide all equipment, tools and vehicles and such other items as are required to manufacture and supply the Goods, unless the Company agrees in writing to provide its own equipment or tools to the Supplier for the purposes of facilitating the manufacture or production of the Goods.
- 3.4 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 the Contract.
- 3.5 If following such inspection or testing the Company considers that the Goods do not comply, or are unlikely to comply, with the Supplier's undertakings at clause 0, the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.6 The Company shall permit the Client or its representative access to its premises and records, during reasonable business hours for the purpose of such independent investigations and inspections into the compliance with the terms of the Service Specification, the Deliverables, conducting the audit of the Supplier operational business methods and procedures related to the Service Specification. Such permission shall not unreasonably be denied. Access shall be restricted to matters related to the application of this Terms and Conditions.
- 3.7 The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 Delivery of Goods

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. In addition, if the Order specifies how the Goods are to be packed and secured then the

- Supplier shall (without prejudice to its general commitments under this clause to package and secure the Goods such that they reach their destination in good condition) comply with those specific requirements;
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage and handling instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. Without prejudice to the requirements of clause 0, if any of the Goods contain substances hazardous to health and/or require specific handling and/or storage, the Supplier must notify these requirements to the Company at least 2 Business Days prior to the delivery date; and
- 4.1.3 it states clearly on the delivery note any requirement for the Company to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Company may request that the Supplier deliver the Goods directly to a site/the Company's end customer, rather than to the Company. If this is the case, this shall be stated in the Order.
- 4.3 If the Goods are to be delivered to a location within the United Kingdom, the Supplier shall deliver the Goods:
- 4.3.1 on the date specified in the Order;
- 4.3.2 to the premises set out in the Order ("**Delivery Location**"); and
- 4.3.3 at a time that is pre-arranged between the Company's Goods Inwards department and the Supplier (or, if the Goods are to be delivered to a third party, at a time which is pre-agreed by the Supplier with the third party's nominated representative). If Goods are to be delivered to a third party, as and when delivery has taken place the Supplier shall also email a copy of the delivery note to the Company on the day of delivery taking place.
- 4.4 If the Goods are to be delivered from outside the United Kingdom:
- 4.4.1 the Supplier shall deliver the Goods to the Customer on the date specified in the Order, and notify the Company when they are ready for collection;
- 4.4.2 delivery shall (unless otherwise agreed between the parties as part of the Order) be Ex Works Incoterms (2010 edition) to the delivery location set out in the Order. If there is any conflict between these Terms and the Incoterm "Ex Works", these Terms shall prevail; and
- 4.4.3 the Supplier shall liaise with, and comply with the reasonable instructions of, the Company's nominated third party logistics provider, in relation to the collection of the Goods from the delivery location specified in the Order.
- 4.5 Time shall be of the essence in respect of the delivery of the Goods.
- 4.6 Delivery of the Goods shall be completed, in respect of deliveries to a Delivery Location within the United Kingdom, on the unloading of the Goods by the Supplier at the Delivery Location and, in respect of deliveries from outside of the United Kingdom, once the Supplier has loaded the Goods onto Company's third party logistics provider's means of transportation.
- 4.7 If any of the Goods are ready for delivery before the agreed delivery date, such Goods shall be stored by the Supplier at the Supplier's own risk and expense.
- 4.8 If the Supplier:
- 4.8.1 delivers less than 95% of the quantity of Goods ordered, the Company may reject the Goods; or
- 4.8.2 delivers more than 105% of the quantity of Goods ordered, the Company may at its sole discretion reject the Goods or the excess Goods,
- and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.9 The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. If it is agreed that the Goods are delivered in instalments, they may be invoiced and paid for separately. However, failure by the Supplier to

deliver any one instalment on time or at all or any defect in an instalment shall entitle the Company to the remedies set out in clause 0.

- 4.10 Title and risk in the Goods shall pass to the Company on completion of delivery in accordance with clause 0 above.
- 4.11 The Supplier shall not deliver Goods which contain hazardous chemicals and substances without the Company's prior written consent. If it is agreed that the Goods may be delivered to the Company, the Supplier agrees to comply with the Company's health and safety policies and procedures in respect of the delivery and, without prejudice to clause 0, the Supplier shall provide any and all data and information which the Company reasonably requests (as well as providing any and all data and information the Supplier is obliged by law to provide) as to the storage, handling and/or use of the Goods in question and such information shall be sent, by email, to the email address stated in the Order, with a copy to the Health and Safety Manager, from time to time, of the Delivery Location.
- 4.12 The Supplier shall immediately notify the Company of any impending changes in the Services Specification, Deliverables of the Goods and Service specified in the Order and without prejudice, the Client reserves the right to evaluate the risks and to consent to the changes.
- 4.13 The Supplier shall promptly notify the Client if it intends transferring ownership or management of the Order/Service Specification in whole or part and shall, where applicable and with the Client's prior consent, transfer its obligations under this Contract to the new Supplier(s). The Client shall be entitled to terminate this Contract and/or cancel any part of the Order without incurring any penalty, charge or liability whatsoever with immediate effect on giving notice in writing to the new Supplier in the event of any significant change in the ownership or management of the Service Specification being unacceptable to the Client.

5 Supply of Services

- 5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Company in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that the Company notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:
- 5.3.1 co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company;
 - 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 5.3.4 ensure that the Services and Deliverables conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables are fit for any purpose that the Company (whether expressly or impliedly) makes known to the Supplier;
 - 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services, unless the Company agrees in writing to provide any equipment or tools to the Supplier for the purposes of providing the Services;
 - 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;
 - 5.3.7 obtain and at all times maintain all licences, permissions, authorisations and consents which may be required for the provision of the Services;
 - 5.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services in the Relevant Jurisdiction, and with the Mandatory Policies;

- 5.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises and/or any third party sites and premises at which the Services are performed;
- 5.3.10 not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services;
- 5.3.11 comply with any additional obligations set out in the Service Specification; and
- 5.3.12 not cause the Company (and/or its end customer) to be in breach of any third party Intellectual Property Rights.

6 Company remedies

- 6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Company shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
 - 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.3 to recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party;
 - 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and/or
 - 6.1.5 to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Goods are not delivered by the applicable date, the Company may, at its option, claim or deduct 1% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 10% of the total price of the Goods.
- 6.3 If the Services are not provided by the applicable date, the Company may, at its option, claim or deduct 1% of the price of the Services for each week's delay in providing the Services by way of liquidated damages, up to a maximum of 10% of the total price of the Services.
- 6.4 If the Supplier has delivered Goods that do not comply with the warranties set out in clause 0 and the terms of the Contract, then, without limiting or affecting other rights or remedies available to it, the Company shall have one or more of the following rights, whether or not it has accepted the Goods:
 - 6.4.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.4.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.4.3 to require the Supplier to replace the rejected Goods, using its best endeavours to replace the Goods as soon as practicable, or to provide a full refund of the price of the rejected Goods (if paid);
 - 6.4.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.4.5 to recover from the Supplier any expenditure incurred by the Company in obtaining substitute goods from a third party; and/or
 - 6.4.6 to claim damages for any additional costs, loss or expenses incurred by the Company arising from the Supplier's failure to supply Goods in accordance with the Contract.
- 6.5 If the Supplier has provided Services that do not comply with the warranties set out in clause 0 and the terms of the Contract, then, without limiting or affecting other rights or remedies available to it, the Company shall have one or more of the following rights:
 - 6.5.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.5.2 to require the Supplier to rectify any failing in the Services, using its best endeavours to rectify the Services as soon as practicable, or to provide a full refund of the price of the Services (if paid);

6.5.3 to recover from the Supplier any expenditure incurred by the Company in obtaining substitute services from a third party; and/or

6.5.4 to claim damages for any additional costs, loss or expenses incurred by the Company arising from the Supplier's failure to provide the Services in accordance with the Contract.

6.6 The rights and remedies of the Company as set out in clauses 0 and 0 shall extend to any substituted or remedial services and/or replacement goods supplied by the Supplier.

6.7 The Company's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

7 Company's obligations

7.1 The Company shall:

7.1.1 provide the Supplier with reasonable access at reasonable times to the Company's premises and/or to the premises detailed in the Order for the purpose of providing the Services; and

7.1.2 provide such necessary information for the provision of the Goods and/or Services as the Supplier may reasonably request.

8 Charges and payment

8.1 The price for the Goods:

8.1.1 shall be the price set out in the Order;

8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods (as applicable); and

8.1.3 no extra charges or increase in charges shall be effective unless agreed in writing and signed by the Company.

8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Company, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. No extra charges or increase in charges shall be effective unless agreed in writing and signed by the Company.

8.3 In respect of the Goods, the Supplier shall invoice the Company on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Company on completion of the Services. Each invoice shall include such supporting information required by the Company to verify the accuracy of the invoice, including the relevant purchase order number.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, the Company shall pay the undisputed and invoiced amounts within 60 days of the date of the Company's receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier (or within such other period as is agreed between the Company and the Supplier). If there is a dispute between the parties as to the date of receipt of an invoice, the details held on the accounts system of the Company shall be final.

8.5 All amounts payable by the Company under the Contract are exclusive of amounts in respect of value added tax chargeable or other equivalent sales taxes from time to time ("VAT"). If any taxable supply for VAT purposes is made under the Contract by the Supplier to the Company, the Company shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6 If a party fails to make an undisputed payment under the Contract by the due date, then that party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 0 will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.

8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Company to inspect such records at all reasonable times on request (whether during or after conclusion of the Contract).

8.8 The Company may at any time, without notice to the Supplier, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9 Intellectual property rights

9.1 All Intellectual Property Rights developed in connection with the performance of the Contract (whether by the Supplier and/or its representatives, sub-contractors, employees, agents, consultants and/or other representatives) (including any Intellectual Property Rights arising out of any modification to any of the Company Materials) shall be owned by the Company. Any and all Intellectual Property Rights in respect of the Goods and/or Services (excluding those within the Company Materials) which are not created and/or developed for the Contract shall remain owned by the Supplier and/or the relevant third party.

9.2 The Supplier assigns to the Company, with full title guarantee, title to and all present and future rights and interest in the Developed IPR, or shall procure that the first owner of the Developed IPR assigns them to the Company on the same basis.

9.3 If requested to do so by the Company, the Supplier shall (without charge to the Company) execute all documents and do all such acts as the Company may require to perfect the assignment under clause 0, or shall procure that the owner of the Developed IPR does so on the same basis.

9.4 The Company grants to the Supplier a licence of the Developed IPR during the term of the Contract to enable the Supplier to deliver the Goods and/or Services.

9.5 Insofar as any Intellectual Property Rights relating to the Goods and Services are not vested in the Company in accordance with clause 0 above, the Supplier grants to the Company, or shall procure the direct grant to the Company of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Company Materials) for the purpose of receiving and using the Goods, Services and the Deliverables.

9.6 The Company shall be permitted to sub-license, assign or otherwise transfer the rights granted by clause 0.

9.7 The Company grants the Supplier a fully paid-up, non-exclusive, revocable, royalty-free non-transferable licence to copy any materials provided by the Company to the Supplier for the term of the Contract for the sole purpose of providing the Goods and Services to the Company.

9.8 All Company Materials are the exclusive property of the Company.

10 Indemnity

10.1 The Supplier shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:

10.1.1 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, or receipt, use or supply of the Services (excluding the Company Materials);

10.1.2 any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, the Services and/or the Deliverables; and

10.1.3 any claim made against the Company by a third party arising out of or in connection with the supply of the Goods or the Services.

10.2 The total aggregate liability of the Company to the Supplier in respect of all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all

interest, penalties and legal costs and all other professional costs and expenses) howsoever suffered or incurred by the Supplier shall be the price of the Goods and/or Services as stated in the Order.

10.3 This clause 0 shall survive termination of the Contract.

10.4 Nothing in the Terms shall limit or exclude the Company's liability for:

10.4.1 death or personal injury due to its negligence, or the negligence of its employees, agents or sub-contractors;

10.4.2 fraud or fraudulent misrepresentation; and/or

10.4.3 any matter in which it would be unlawful for the Company to exclude or restrict its liability.

11 **Insurance**

During the term of the Contract and for a period of 2 years thereafter and without prejudice to its obligations under clause 2.10, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12 **Confidentiality**

12.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party, and in respect of the Supplier, the Company Materials, except as permitted by clause 0.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 0 and shall be responsible for their actions and/or omissions; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13 **Data Protection**

13.1 The parties consider that the only Personal Data that will be Processed under the Contract will be the contact name and email address of employees and representatives of the Company and of the Supplier ("**Communication Data**"). Each party shall for the purposes of the Data Protection Legislation be regarded as a Controller for that Communication Data. The parties agree that the Processing of the Communication Data will be in accordance with Data Protection Legislation and then only for the purposes of performing the Contract.

13.2 If any other Personal Data is to be Processed by the parties under the Contract, then the parties will agree and enter into a separate data processing agreement in respect of such Personal Data, in line with the Data Protection Legislation.

14 **Termination**

14.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract:

14.1.1 with immediate effect by giving written notice to the Supplier if:

- (i) there is a change of control of the Supplier; or
- (ii) the Supplier's financial position deteriorates to such an extent that in the Company's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (iii) the Supplier commits a breach of clauses 0 and/or 0; or
- (iv) the Supplier commits a breach of clause 0 and/or clause 0; or
- (v) the Supplier to cease to be an approved supplier under the Company's supplier audit programme; or
- (vi) the Company wishes to cancel an order prior to the Goods being dispatched for delivery; and/or

14.1.2 for convenience by giving the Supplier 2 Business Days' written notice.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;

14.2.2 the other party 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 step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

14.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

15 Company Materials

15.1 The Supplier shall hold all Company Materials in safe custody and at its own risk hold and maintain the Company Materials in good condition and safe from loss, theft and/or damage until returned to the Company.

15.2 All Company Materials remain owned by the Company, irrespective of those items being held by the Supplier. The Supplier shall not remove, deface or otherwise cover up or amend any name plate or other identification tags on the Company Materials which name the Company as the owner of the Company Materials

15.3 The Supplier shall not dispose of or use the Company Material other than in accordance with the Company's written instructions. The Supplier shall ensure that all Company Materials (to the extent that they consist of tooling or equipment) are used solely in accordance with the manufacturer's instructions and guidance.

15.4 The Supplier shall not, in respect of the Company Materials, sell or offer for sale, lend the Company Materials or allow the creation of any mortgage, charge, lien or other security interest in respect of and/or over the Company Materials.

15.5 The Supplier waives any right to exercise a lien upon the Company Materials, the Goods and the Deliverables and acknowledges that its sole remedy in the event of any breach by the Company of its obligations under these Terms is to seek financial relief through the courts. As and when required by the Company, the Supplier shall give a certificate of waiver of lien, and of any other rights over the Company Materials, the Goods and the Deliverables or to any injunctive or performance remedies to the Company or to any third party nominated by the Company.

15.6 The Supplier shall at all times keep the Company informed of the location of any Company Materials. The Company and its nominated representatives may, on reasonable notice to the Supplier, access the premises where the Company Materials are located in order to verify the Supplier's compliance with this clause 0.

16 Consequences of termination

16.1 On termination of the Contract, the Supplier shall immediately deliver to the Company, at the Supplier's sole cost and expense (subject always to clause 0 below) and at the sole discretion and direction of the Company, all Goods, Services and Deliverables (or such of the Goods, Services and/or Deliverables as identified by the Company, if any) whether or not then complete, and 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 (and, if the items are located at a third party's site, the Supplier shall procure a right of access for the Company and its representatives to such sites). Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.2 If:

16.2.1 the Company terminates a Contract under either clause 14.1.1 (vi) or clause 0;

16.2.2 the Company otherwise exercises its option under clause 16.1 to require delivery to it by the Supplier of the Goods, Services and Deliverables (whether or not then complete and whether in whole or in part) on termination of the Contract; or

16.2.3 the Supplier terminates a Contract in accordance with clause 14.2;
the Company shall (as the Supplier's sole remedy in respect of the recovery from the Customer of its manufacture/performance costs in respect of the terminated Contract) reimburse the Supplier for all reasonable and necessary costs incurred by the Supplier in relation to the manufacturing of the Goods or development/performance of the Services (as the case may be) ("**Contract Costs**") up to the date of termination of such Contract, but solely to the extent to which those Contract Costs cannot be avoided and/or mitigated by the Supplier. For the purposes of clause 16.2.2, the Company shall only be required to pay the Contract Costs for those Goods, Services and Deliverables which the Company requests the Supplier to deliver to it. The Contract Costs payable by the Company shall not, in any event, exceed the price/charges for the relevant Goods, Services and/or Deliverables as set out in the Order. Upon payment of the Contract Costs, the Supplier shall (in accordance with clause 16.1) deliver up to the Company those Goods and/or Deliverables (whether complete or not, including component parts) which have been purchased, manufactured and/or produced as at the point of termination of the Contract and for which the Company has made payment.

16.3 Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

16.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

17 **Force majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing (or failure to perform), any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Contract by giving 5 Business Days' notice in writing to the affected party.

18 **Anti-bribery and anti-corruption**

18.1 The Supplier shall:

18.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**");

18.1.2 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;

18.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Mandatory Policies and clause 0, and will enforce them where appropriate;

18.1.4 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 Contract or its relationship with the Company;

18.1.5 immediately notify the Company (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract); and

18.1.6 as and when requested to do so by the Company, certify to the Company in writing signed by an officer of the Supplier, compliance with this clause 0 by the Supplier and all persons associated with it under clause 0. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.

18.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with these Terms does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 0 ("**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.

18.3 Breach of this clause 0 shall be deemed a material breach and will allow the Company to terminate a Contract with the Supplier under clause 0.

18.4 For the purpose of this clause 0, 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 0 a person associated with the Supplier includes any subcontractor of the Supplier.

19 Modern Slavery

19.1 In performing its obligations under the Contract, the Supplier shall:

- 19.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in order, including the Modern Slavery Act 2015;
- 19.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 19.1.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 0;
- 19.1.4 notify the Company as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with a contract; and
- 19.1.5 maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Company in connection with a Contract, and permit the Company and its third party representatives to inspect the Supplier's premises, records and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 0.

19.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

19.3 The Company may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 0.

20 General

20.1 Assignment

- 20.1.1 The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 20.1.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

20.2 Notices.

- 20.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or such other addresses as that party shall specify as a replacement notice address in writing in accordance with this clause. All notices to be the Company shall be addressed to the point of contact named on the relevant Order, with a copy to the Procurement Manager of the Company located at the same address;
- 20.2.2 A notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address if a Business Day; and
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 12.00 pm on the second Business Day after posting (or at the time recorded by the delivery service if earlier). If notices are to be sent by airmail, the notice will be deemed to have been received at 12.00pm on the fifth Business Day after posting (or at the time recorded by the delivery service if earlier).

In this clause 0, business hours means 7.00am to 6.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 20.2.3 This clause 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.
- 20.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 20.4 **Waiver.** A failure or delay by a party to exercise any right or remedy provided under the Contract or by law 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 provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 20.6 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. If the parties have entered into a non-disclosure agreement then the terms of that agreement shall continue in force in respect of the research and development of the Goods and Services conducted in accordance with that agreement. Clause 12 shall apply in respect of the confidentiality obligations of the parties thereafter.
- 20.7 **Third party rights.** No one other than a party to the Contract (and their permitted assigns) shall have any right to enforce it.
- 20.8 **Variation.** Subject to any clause to the contrary in the Terms, 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 parties.
- 20.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 20.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. The Company may, however, take enforcement action in any other relevant jurisdiction in order to enforce the terms of the Contract against the Supplier and/or any award or judgment against the Supplier.

Schedule 1

Mandatory Policies

The Mandatory Policies are as follows (or such other policies as the Company may dictate from time to time):

- Modern Slavery and Human Trafficking Policy
- Corporate and Social Responsibility Policy
- Anti-Bribery and Anti-Corruption Policy
- Ethics Policy
- Sustainability Policy
- ISO 9001, 14001 and 18001 Policies
- Data and Privacy Policy