

BRIDON INTERNATIONAL LTD

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. INTERPRETATION

1.1 In this Contract the following expressions have the following meaning:-

- “Affiliate” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- “Applicable Law” means any of the following, to the extent that it applies to a party:
- (a) any statute, directive, order, enactment, regulation, by-law, ordinance or subordinate legislation in force from time to time;
 - (b) the common law and the law of equity;
 - (c) any binding court order, judgment or decree;
 - (d) any applicable industry code, policy or standard enforceable by law; and
 - (e) any applicable direction, code of practice, policy, rule or order that is given by a regulator that is binding on the Parties,
- in any jurisdiction applicable to this Contract (provided that the Buyer shall only be obliged to comply with Applicable Laws in such jurisdictions as are expressly identified under the Contract as being applicable);
- “Buyer” means Bridon International Ltd or any of its Affiliates issuing the Purchase Order;
- “Confidential Information” means in respect of a party or its Affiliates, information in any form (whether written, electronic, graphic, oral or otherwise) that falls within any of the following categories:-
- (a) it has been provided by the party or its Affiliates and was marked confidential (or a similar designation) or was stated to be confidential at the time of disclosure;
 - (b) information identified in this Contract as Confidential Information of the party or its Affiliates; or
 - (c) information which is, by its very nature, would reasonably be considered to be confidential;
- “Contract” means the contract between the Buyer and the Seller consisting of the Purchase Order (including the Specification), these Conditions and any other documents or parts thereof specified in the Purchase Order. No other documents or terms and conditions shall form part of the Contract unless expressly agreed to in writing by the authorised representatives both parties;

“Control”	means the beneficial ownership of more than fifty (50%) of the issued share capital of, or the legal power to direct or cause the direction of, the person in question (or its holding company as the case may be) and “Controlled” shall be construed accordingly;
“Force Majeure Event”	means any events beyond the reasonable control of the affected party including acts of God, fire, flood, war, acts of terrorism, riot, civil commotion, governmental actions and breakdown or failure of machinery;
“Goods”	means the articles or things (including any instalment, component, part of or raw material used in such goods) and any drawings and other documentation specified in the Purchase Order to be supplied by the Seller under the Contract;
“Insolvency Event”	means each and any of the following in relation to a party: <ul style="list-style-type: none">(a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to:<ul style="list-style-type: none">(i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party;(ii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a party or any of its assets;(iii) the enforcement of any security over any assets of a party; or(iv) the attachment, sequestration, distraining upon or execution over or affecting any material asset of a party;(b) the other party perceives (acting reasonably) that the party is unable to pay its debts as they fall due or is insolvent;(c) the party enters into a composition or arrangement with its creditors or any class of them;(d) the party ceases to carry on its business or substantially all of its business, or is struck off; or(e) the commencement of any analogous procedure or step in relation to such party in any jurisdiction other than England and Wales;
“Purchase Order”	means the purchase order issued by the Buyer in respect of the Goods or Services to be purchased in accordance with this Contract and shall include the Specification;
“Seller”	means the person or company to whom the Purchase Order is issued;
“Services”	means the services (if any) described in the Purchase Order; and

“Specification” means the document or documents detailing the technical requirements of the Goods and/or Services to be purchased in accordance with this Contract, including any drawings.

- 1.2 Any reference to a statutory provision includes a reference to any modification or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it.
- 1.3 In these Conditions references to “includes” or “including” shall be construed without limitation to the generality of the preceding words.

2. PURCHASE ORDER

- 2.1 The Purchase Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.
- 2.2 The Purchase Order must be accepted promptly by the Seller in its entirety and may be withdrawn at any time before the acceptance is received by the Buyer.
- 2.3 Any of the following are deemed to constitute the Seller’s agreement to comply with the terms of the Purchase Order (incorporating these Conditions):-
- 2.3.1 any offer and/or acceptance of a Purchase Order by the Seller (notwithstanding any conditions attached to such offer or acceptance or any purported incorporation of terms other than these Conditions);
 - 2.3.2 the commencement of any work by the Seller; or
 - 2.3.3 the delivery of any Goods or the performance of any Services by or on behalf of the Seller.
- 2.4 If any future contract is made with the Seller without reference to these Conditions, such contract shall be deemed to be subject to these Conditions.
- 2.5 The Buyer will not be required to pay for any Goods supplied or Services performed beyond the scope of supply of a Purchase Order or where there is no valid Purchase Order.
- 2.6 In the event of any conflict between these Conditions or any other document forming part of the Contract the terms of the Purchase Order shall prevail to the extent of the conflict.
- 2.7 The Buyer may in its reasonable discretion from time to time change any details specified in its Purchase Order by written instructions. If any such change affects the time of performance or delivery or the costs involved, the Buyer shall consider an equitable adjustment to the delivery schedule and/or the price.
- 2.8 The Buyer reserves the right to take any action in the event of an emergency or unforeseen situation arising in connection with the Contract and in particular may require the Seller to deliver the Goods or perform the Services in advance of the time specified. The Seller shall use all reasonable endeavours to comply with the Buyer’s instructions in such an event.

3. QUALITY, INSPECTION, TESTING AND REJECTION OF GOODS

- 3.1 Where Goods are manufactured by the Seller in accordance with the designs of the Buyer, as detailed in the Specification or otherwise agreed in writing, the materials and processes specified by the Buyer shall be strictly adhered to unless otherwise agreed in writing with the Buyer.

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- 3.2 Any Specification supplied by the Buyer to the Seller or specifically produced by the Seller for the Buyer in connection with the Contract, together with the copyright, design rights or any intellectual property rights (registered or unregistered) in a Specification, shall be the exclusive property of the Buyer and delivered to the Buyer with the Goods or supply of the Services.
- 3.3 Goods made to the Buyer's Specification shall not be manufactured for or supplied to any other party.
- 3.4 Prior to despatch the Seller shall inspect and test the Goods for compliance with the Contract (including the performance of any tests specified in the Purchase Order) and shall at the Buyer's request and at no extra cost supply the Buyer with certified copies of all test/inspection sheets.
- 3.5 The Seller shall maintain quality systems, procedures and documentation as may be acceptable to the Buyer. The Buyer reserves the right to carry out a quality audit at the Seller's premises in respect of Goods supplied to the Buyer.
- 3.6 The Seller shall allow the Buyer during normal working hours to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch and to test the Services during initial performance, and shall provide the Buyer with all facilities reasonably required for inspection and testing free of charge. Any inspection or testing by the Buyer shall not relieve the Seller of its obligations under the Contract.
- 3.7 If as a result of inspection or testing the Buyer is not satisfied that the Goods and/or Services will comply in all respects with the Contract, and the Buyer so informs the Seller within twenty one days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 3.8 Notwithstanding the provisions of this Clause 3, Goods must be accompanied by a Certificate of Conformity or any other certificates stated in the Purchase Order. Such certificate(s) shall be signed by the person appointed by the Seller and confirm that the Goods conform to the terms of the Contract. The certificate should be received by the Buyer not later than the date of delivery of the Goods to the Buyer.
- 3.9 Whether or not the right of inspection is exercised (as outlined in this Clause 3), the Buyer shall have the right to reject the Goods after delivery if in the opinion of the Buyer they do not comply in every material way with the requirements of the Contract.
- 3.10 The Seller shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, labelling, delivery, use, installation and maintenance of the Goods and performance of the Services and concerning hazardous substances.
- 3.11 The Seller shall be responsible for and bear the cost of obtaining in due time and observing any necessary inspection or code approvals and any necessary licence or permit, whether governmental or otherwise, which shall be required in connection with the performance of the Contract.
- 3.12 All materials and treatments used must be as specified on the Specification or drawings and the Seller should provide evidence of such in the Certificate of Conformity and on request of the Buyer at any time during the period of two years after the delivery date.

4. FREE ISSUE MATERIAL AND EQUIPMENT

- 4.1 Where the Buyer, for the purpose of the Contract, issues materials free of charge or provides equipment to the Seller, such materials and equipment shall be and remain at all times the property of the Buyer. The Seller shall maintain all such materials and equipment in good order and condition and insure it for the replacement value against any loss, damage or destruction.

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- 4.2 All equipment or materials paid for or provided by the Buyer must be returned to the Buyer in good condition upon request and shall not be copied or used for any purpose other than completion of the Purchase Order. The Seller shall correctly maintain and store such equipment and/or materials and shall be liable for any loss or damage to it whilst in the possession or under the control of the Seller. The Seller shall keep such materials and equipment at such location agreed with the Buyer.
- 4.3 All equipment or materials owned by the Buyer shall be clearly marked as the property of the Buyer.
- 4.4 The Seller shall not in any circumstances have any lien (whether general or otherwise) in respect of any equipment or materials paid for or provided by the Buyer.

5. **INFORMATION**

The Seller shall provide to the Buyer:-

- 5.1 all information as the Buyer requires to ensure that the Goods and Services comply with and that the Buyer fulfils its obligations under all applicable legislation and industry codes of practice;
- 5.2 all information relating to any possible risks to health and safety presented by the Goods;
- 5.3 all information specifically regarding hazardous substances and any dangerous properties the Goods may have; and
- 5.4 full instructions for use and clear and conspicuous warnings relating to any conditions which are necessary to ensure safety in use or onward sale in each case with sufficient detail to enable the Buyer and any end user to understand any possible risks to health and safety.

6. **REACH**

- 6.1 In this Clause 6:
 - 6.1.1 "REACH Regulation" means Regulation 1907/2006/EC of the European Parliament and the Council concerning The Registration, Evaluation and Authorisation of Chemicals (REACH) as amended from time to time and all official guidance documents; and
 - 6.1.2 "Safety Data Sheet" means a safety data sheet compiled where necessary and in accordance with Article 31 and Annex II of the REACH Regulation.
- 6.2 Any Safety Data Sheet relating to the Goods shall be provided by the Seller to the Buyer upon delivery of each consignment of the Goods.
- 6.3 The accuracy and adequacy of information contained in the Safety Data Sheets shall be the Seller's sole responsibility and the Buyer shall have no obligation whatsoever to review the accuracy or adequacy of such information.
- 6.4 The Seller agrees to comply fully with the REACH Regulation and shall ensure that all Goods supplied to the Buyer comply with the REACH Regulation in all respects, including that:
 - 6.4.1 the Seller has registered or shall register or shall ensure that its suppliers have registered or shall register all substances contained in the Goods for use in such applications as may be identified by the Buyer to the Seller from time to time or, in the absence of such notification, such applications as the Goods might reasonably be used for by the Buyer; or
 - 6.4.2 the Seller has taken and shall continue to take and shall procure that its suppliers of raw materials take and shall continue to take all necessary steps to procure the suppliers of

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the raw materials required for the manufacturing and or processing of the Goods have complied with and will continue to comply with their obligations under the REACH Regulation with respect to the communication of information in the supply chain.

- 6.5 The Seller shall immediately notify the Buyer in writing of any change in the legal status of the Goods under the REACH Regulation or of any enforcement action against the Seller or its suppliers in relation to the Goods.

7. PACKING & TRANSPORT

- 7.1 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.
- 7.2 The Seller shall be responsible for any loss or damage, or any other liability incurred or sustained by the Buyer resulting from any damage which is attributable in whole or in part to defective and/or insufficient packing and/or in transit.
- 7.3 The Seller must put the Purchase Order number, and any relevant code or number allocated to the Goods by both the Seller and the Buyer for the purposes of identification (such as the Buyer's part number, as displayed on the Purchase Order, and the Seller's code) on all invoices, delivery notes, packages and containers. The Seller shall comply with any other requirements for marking the Goods as stated in the Purchase Order.
- 7.4 Any Goods which are hazardous shall be marked with the appropriate international danger symbol and the name of the goods or materials in English. The Seller shall observe all the United Kingdom and international agreements relating to the packing, labelling and carriage of hazardous goods or substances.
- 7.5 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods whether or not any Goods are accepted by the Buyer.

8. DELIVERY

- 8.1 The Goods shall be delivered to, and the Services shall be performed at, the address specified by the Buyer on the date or within the period stated in the Purchase Order, in either case during the Buyer's usual business hours.
- 8.2 Time for delivery of the Goods and performance of the Services, as stated in the Purchase Order (or as amended in accordance with Clause 8.3) shall be of the essence.
- 8.3 The Buyer reserves the right to amend any delivery instructions and shall be entitled at no extra cost to postpone the date of delivery of all or any of the Goods or postpone the performance of the Services upon giving notice to the Seller. The provisions of this Clause 8 shall apply to any such revised date for delivery or performance.
- 8.4 The Buyer reserves the right not to accept the Goods prior to the delivery date specified in the Purchase Order.
- 8.5 The Seller shall give written notice to the Buyer if the delivery of the Goods or the performance of the Services has been or is likely to be delayed.
- 8.6 Delivery shall be deemed to be made on receipt of the Goods and/or the Services by the Buyer in accordance with all terms of the Contract.
- 8.7 The Seller shall be responsible for delivering the Goods, carriage paid, as specified in the Purchase Order.

- 8.8 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 8.9 The Buyer shall be entitled to reject all or any part of the Goods delivered or Services performed which are not in accordance with the Contract, including a right to reject defective Goods even if the defect is minor.
- 8.10 The Buyer shall not be deemed to have accepted any Goods and/or Services until the Buyer has had a reasonable time to inspect or test them following delivery or performance (as applicable) or, if later, within a reasonable time after any latent defect has become apparent.
- 8.11 The Buyer shall not be deemed to have accepted the Goods by virtue of:
- 8.11.1 having sold the Goods to a third party upon or after delivery or its having incorporated or converted them into other products or works; or
 - 8.11.2 having required the Seller to repair or replace Goods or reperform Services.
- 8.12 Delivery or performance by instalments shall not be accepted by the Buyer unless previously agreed in writing. If Goods are to be delivered or Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

9. FORCE MAJEURE

- 9.1 Neither party shall have any liability or responsibility for any delay or hindrance in fulfilling or any failure to fulfil, any obligation under the Contract so long as, and to the extent that, the fulfilment of such obligation is prevented, hindered or delayed as a consequence of a Force Majeure Event.
- 9.2 The party affected by the Force Majeure Event shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event:
- 9.2.1 notify the other party of the nature and extent of the Force Majeure Event; and
 - 9.2.2 use reasonable endeavours to commence performing such obligations as soon as possible or otherwise mitigate the effects of the Force Majeure Event by finding a work around to perform the obligation despite the Force Majeure Event.
- 9.3 Illness or shortage of or strikes by the Seller's staff, agents or subcontractors and failure or delay by any of the Seller's suppliers to supply goods, components, services or materials shall not be regarded as causes beyond the Seller's reasonable control.
- 9.4 If the Force Majeure Event continues for longer than three months the Buyer may at any time whilst such Force Majeure Event continues by notice in writing to the Seller terminate this Agreement.

10. LIABILITIES FOR DELAY

- 10.1 If Goods are not delivered or Services are not performed on the due date then the Buyer shall be entitled to cancel the Purchase Order (or any part) without liability to the Seller and purchase substitute items or services elsewhere and recover from the Seller any loss or additional costs incurred.
- 10.2 Notwithstanding the provisions of Clause 8.2, the Seller shall indemnify the Buyer against any losses, damages or liabilities incurred as a consequence of any failure to deliver the Goods or perform the Services within the agreed time for delivery.

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11. **TITLE AND RISK**

Title in any goods manufactured for this Contract shall pass to the Buyer immediately the Goods or part thereof are manufactured. Risk in the Goods shall transfer to the Buyer when the Goods have been delivered. For the purpose of this Clause 11, delivery means in the case of a vehicle delivery, completion of off-loading at the Buyer's requested site.

12. **PRICE**

12.1 The price of the Goods and/or Services is stated in the Purchase Order and is a fixed price (excluding VAT). The price for Goods includes charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods, to the Buyer's specified delivery address and any duties, imposts or levies other than VAT. The price for Services includes all costs and expenses associated with the performance of the Services, unless otherwise stated in the Purchase Order.

12.2 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Buyer.

13. **PAYMENT**

13.1 The Buyer shall be entitled to deduct from the price:-

13.1.1 the unit price for such proportion of the Goods as may be defective and rejected by the Buyer together with the costs of returning such Goods to the Seller;

13.1.2 any costs or expenses incurred by the Buyer as a consequence of the Seller failing to deliver the Goods to the correct destination;

13.1.3 the fees or other charges or other costs incurred by the Buyer arising out of any Services not provided or provided inadequately by the Seller to the Buyer;

13.1.4 any amount which is disputed by the Buyer, pending resolution of such dispute; and

13.1.5 any sums owing by the Seller to the Buyer or any Affiliate of the Seller on any contract.

13.2 Payment will be made in the currency specified in the Purchase Order.

13.3 If any payment of the price of the Goods and the Services (after any deductions made under Clause 13.1) is overdue, interest at the rate of 4% above the base rate from time to time of Barclays Bank shall accrue on the unpaid amount of that payment from the date that payment becomes overdue until date of payment. The provisions of this Clause 13.3 provide a substantial contractual remedy for late payment of a debt under this Contract and as such are fair and reasonable.

13.4 If any sums are due to the Buyer from the Seller, then the Buyer shall be entitled to exercise the right to set-off such sums against any payments due to the Seller from the Buyer under or in relation to this or any other Contract. The Seller shall not be entitled to apply any amount due to the Buyer under this Contract in or towards payment of any sum owing by the Buyer to the Seller in relation to any matter whatsoever.

13.5 The prices charged by the Seller to the Buyer shall not exceed those prices charged by the Seller to any other buyer purchasing the same Goods or Services in the same or smaller quantities and

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

13.6 Invoices shall be marked for the attention of the Buyer's accounts department.

14. WARRANTIES AND REMEDIES

14.1 The Seller warrants to the Buyer that it is fully qualified, equipped, organised and financed to perform its obligations under the Contract, and undertakes, represents and warrants to the Buyer that the Goods shall:

14.1.1 be accompanied with accurate, complete and comprehensible instructions in English for the treatment, assembly, use and/or storage of the Goods;

14.1.2 conform to the Purchase Order and with any instructions of the Buyer, and shall otherwise meet the requirements of the Purchase Order and this Contract;

14.1.3 be of satisfactory quality, free from defects in materials and workmanship and fit for all purposes for which the Goods are commonly supplied (whether any intended purpose is implied or expressly stated in the Specification and/or Purchase Orders) for a period of 18 months (or as otherwise stated in the Purchase Order) from the date the Goods are delivered or commissioned for use by the Buyer whichever is the later. Any repair/replacement shall also be warranted in the same way for the same period as the original Goods;

14.1.4 be free from design and other inherent defects (other than in relation to any design of the Buyer licensed to the Seller);

14.1.5 comply with all relevant legislation;

14.1.6 conform strictly as to quality, quantity and description with any samples provided by the Seller for the purpose of supply of Goods of that type;

14.1.7 not infringe the intellectual property rights of any third party; and

14.1.8 be properly labelled, packaged, marked and described in accordance with any specification and will be properly packed and secured in such a manner as to reach their destination undamaged and in good condition.

14.2 Where there is any breach of the Seller's warranty in this Clause 14 or if any obligation, warranty or requirement imposed by, given or stated in this Contract in respect of the Goods is not complied with or the Goods delivered are damaged the Buyer shall be entitled at its sole discretion at any time after delivery of the Goods and without prejudice to any other right or remedy in respect of the matters to:

14.2.1 reject the relevant Goods and raise a debit note against the Seller's invoice for them; and/or

14.2.2 require the Seller to repair the Goods or to supply replacement Goods forthwith without charge with goods that conform to this Contract and to delay payment until the requirements of this Contract are entirely fulfilled; and/or

14.2.3 treat this Contract as discharged by the Seller's breach and require the repayment of any part of the price of the Goods which the Buyer has paid whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods.

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- 14.3 Where there are Services to be provided (whether as a stand-alone supply and/or as part of the supply of goods, the Seller shall carry out the Services at such time and at such rate as shall be agreed with the Buyer.
- 14.4 The Seller warrants to the Buyer that the Services will be performed 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 Buyer to expect in all the circumstances.
- 14.5 Without prejudice to any other remedy available to the Buyer, where there is any breach of the Seller's warranty in Clause 14.4 then the Buyer shall be entitled at its sole discretion:
- 14.5.1 to require the Seller to re-execute the Services in accordance with this Contract within a time period specified by the Buyer; or
- 14.5.2 whether or not the Buyer has previously required the Seller to re-execute the Services, to treat this Contract as discharged by the Seller's breach and require the repayment of any of the fees payable in respect of the Services that have been paid to the Seller.
- 14.6 If the Buyer exercises its rights under Clause 14.2 or Clause 14.5, then if any other goods or services have been ordered or delivered and those other goods or services cannot in the Buyer's reasonable opinion be used as satisfactorily as intended without the Goods or Services rejected or cancelled, the Buyer may also cancel or return (at the Seller's cost and risk) all or any of those other goods or services. In such circumstances the Buyer shall be entitled to recover from the Seller any loss thereby incurred including the additional costs of acquiring replacements for those other goods or services from another supplier.
- 14.7 The Seller undertakes that Services, parts for the Goods or any assembly or part thereof shall continue to be made available to the Buyer for a reasonable time after execution of the Purchase Order.
- 14.8 The Seller shall at all times whilst on the Buyer's premises or on site comply with and procure that its employees, agents and subcontractors comply with:-
- 14.8.1 all relevant statutory and other legal requirements relating to the provision of Services;
- 14.8.2 all health and safety legislation; and
- 14.8.3 with all security and safety regulations and rules,
- from time to time in force on those premises or site and will be deemed to have full knowledge of such regulations, copies of which shall be supplied on request.
- 14.9 Where the Seller is responsible for installation of the Goods and/or providing other Services, such services shall be carried out to the satisfaction of the Buyer's authorised representative, who will issue a commissioning certificate which does not constitute acceptance of the Goods and Services. The Seller shall clear away and remove from the Buyer's premises or site all installation plant, service material, rubbish and temporary works and leave the premises or site and the Goods in clean and workmanlike condition. The Seller may by prior arrangement with the Buyer leave equipment and spare parts on such premises or site as may be necessary to carry out its duties under the Contract but does so at its own risk.

15. **INDEMNITY**

- 15.1 The Seller shall indemnify the Buyer in full on an after tax basis against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered, awarded against or incurred by the Buyer arising out of or in connection with:

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- 15.1.1 any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods or Services;
 - 15.1.2 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors;
 - 15.1.3 any breach of the Seller's warranty in Clause 14 or any other warranty concerning the Goods whether express or implied by statute or otherwise;
 - 15.1.4 any claim made against the Buyer in respect of any breach or alleged breach by the Buyer of any statutory provision, regulation or other rule of law arising from the acts or omissions of the Seller or its employees, agents or subcontractors;
 - 15.1.5 any liability under regulations relating to hazardous substances in respect of the Goods and/or the Services; or
 - 15.1.6 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods and in performing the Services, including any injury, loss or damage to persons caused or contributed to by any of their negligence or by faulty design, workmanship or materials (except to the extent that the injury, loss or damage is caused by the negligent act or omission of the Buyer).
- 15.2 If there is any claim of infringement as referred to in Clause 15.1.1, the Seller shall use all reasonable endeavours to resolve the claim and, at the option of the Buyer, shall replace the infringing Goods or Services promptly with Goods or Services that do not so infringe at no extra cost to the Buyer.

16. CONFIDENTIAL INFORMATION

- 16.1 Each party (the "Recipient") undertakes to the other party (the "Discloser") to:
- 16.1.1 hold all Confidential Information of the Discloser which it obtains in relation to the Contract in strict confidence;
 - 16.1.2 not disclose, or authorise the disclosure of, the Discloser's Confidential Information to any third party other than pursuant to Clauses 16.2, 16.3 and 16.4;
 - 16.1.3 not use, or authorise anyone to use, the Discloser's Confidential Information for any purpose other than the performance of undertaking the Recipient's obligations or the exercise of its rights or the receipt of any benefits pursuant to the Contract; and
 - 16.1.4 promptly notify the Discloser of any suspected or actual unauthorised use or disclosure of the Discloser's Confidential Information of which the Recipient becomes aware and promptly take all reasonable steps that the Discloser may require in order to prevent, stop or remedy the unauthorised use or disclosure.
- 16.2 Each party may disclose the other party's Confidential Information to its Affiliates and their respective officers, directors, employees, contractors, advisors and auditors, but only to the extent, and provided, that such persons:
- 16.2.1 need to know the Confidential Information disclosed to them;
 - 16.2.2 have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used; and

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- 16.2.3 have agreed (whether pursuant to their contracts of employment or otherwise) to comply with terms which are substantially the same as the terms of these Conditions in respect of the Confidential Information disclosed to them.
- 16.3 Clause 16.1 will not apply to Confidential Information to the extent that:
- 16.3.1 such Confidential Information has been placed in the public domain other than through the fault of the Recipient;
 - 16.3.2 such Confidential Information has been independently developed by the Recipient without reference to the Confidential Information of the Discloser;
 - 16.3.3 the Discloser has approved in writing the particular use or disclosure of the Confidential Information;
 - 16.3.4 such Confidential Information was already known by the Recipient prior to the disclosure without an obligation of confidentiality; or
 - 16.3.5 such Confidential Information is independently received from a third party without any obligation of confidence and the Recipient has made reasonable enquiries that the third party owed no obligation of confidence to the Discloser.
- 16.4 Each party may disclose the other Party's Confidential Information if, and to the extent that, it is required to do so by a regulator, a relevant stock exchange or otherwise has a legal obligation to do so.
- 16.5 Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of this Clause 16 and accordingly a party or its Affiliates will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of Clause 16.

17. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in all designs, blueprints, sketches, illustrations, drawings, Specifications, diagrams or other documents, supplied by or at the request of the Buyer to the Seller in anticipation of or in connection with the Contract, or made or prepared by the Seller at the express or implied request of the Buyer in anticipation of or in connection with the Contract, shall belong absolutely to the Buyer. The Seller shall if the Buyer so requests, execute any documents which may be required in order to vest such intellectual property rights absolutely in the Buyer.

18. CANCELLATION

The Buyer may for any other reason by written notice to the Seller cancel the Contract at any time, in whole or in part. Upon receipt of such notice the Seller shall immediately cease all work in performance of the Contract. The Buyer shall pay the Seller, subject to agreement, for all Goods already completed or whose manufacture is in progress at the time of cancellation and shall pay for all materials and Goods for which an obligation to pay on the part of the Buyer has arisen before such date of cancellation.

19. TERMINATION

- 19.1 The Buyer shall be entitled to terminate the Contract immediately without liability to the Seller and reserving all rights of the Buyer by giving notice to the Seller at any time if:-
- 19.1.1 the Seller is in material breach of any of its obligations under this Contract and that breach cannot be remedied;

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- 19.1.2 the Seller is in material breach of a material obligation under this Contract which can be remedied, but the Seller fails to do so within 30 days starting on the day after receipt of notice from the Buyer;
 - 19.1.3 the Seller commits more than one breach of this Contract, the cumulative effect of such breaches is such that the Buyer reasonably believes that the Seller would continue to deliver a substandard performance in relation to a substantial portion of the Contract; or
 - 19.1.4 the Seller suffers an Insolvency Event.
- 19.2 For the purposes of Clauses 19.1.1 and 19.1.2:-
- 19.2.1 a breach is capable of remedy if time is not of the essence in performance of the obligation and if the Seller can comply with the obligation within the 30 day period;
 - 19.2.2 a breach can be material irrespective of whether any actual loss has been incurred or will be incurred as a consequence of the breach or intended breach;
 - 19.2.3 a material breach means a breach (including an anticipatory breach) which is serious in the widest sense of having a serious effect on the benefit which the Buyer would otherwise derive from a substantial portion of this Contract.
- 19.3 The Buyer may by giving notice to the Supplier terminate this Contract as from the date of expiry of the notice (issued by the Buyer) if a person or persons acting in concert not being an Affiliate of the Supplier on the date of the Purchase Order acquires Control, or there is a change of Control, of the Supplier.
- 19.4 If delivery is incomplete upon termination then, without prejudice to its other rights, the Buyer may accept or reject the Goods or Services delivered or performed and cancel or vary the balance of the Purchase Order.
- 19.5 The Seller undertakes to inform the Buyer of the occurrence of an event referred to in Clauses 19.1 or 19.3 in relation to it (including without limitation the filing of a notice of intention to appoint an administrator) and if it anticipates that such an event might occur in relation to it.

20. ADVERTISEMENT

The Seller may not refer to the Contract and/or its subject matter in any form of advertising and/or announcement without the Buyer's prior written consent.

21. LAW AND JURISDICTION

This Contract and any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with the Contract shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts. This Clause is for the benefit of the Buyer only and as a result the Buyer shall not be prevented from taking proceedings in any other courts with jurisdiction, whether concurrently or not.

22. NOTICES

- 22.1 Any notice given under the Contract shall be served at or sent to the address of the Buyer or the Seller shown on the Purchase Order or such other address as the Buyer or the Seller shall notify to the other party.
- 22.2 Notices sent by inland first class post shall be deemed to have been received two working days after despatch and by overseas air mail seven working days after despatch.

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23. GENERAL

- 23.1 No purported alteration or variation of this Contract shall be effective unless it is in writing, refers specifically to this Contract and is signed by a duly authorised representative of each of the parties to this Contract.
- 23.2 Any waiver by the Buyer of any breach is not a waiver of any subsequent breach.
- 23.3 Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract is not a waiver of any of its rights under the Contract.
- 23.4 If at any time any part of this Contract is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Contract and the validity and/or enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired as a result of that omission.
- 23.5 Compliance with Applicable Law
- 23.5.1 The Seller shall, and shall procure that each of its Affiliates perform its obligations and exercise its rights pursuant to this Agreement in accordance with all Applicable Laws.
- 23.5.2 Without prejudice to its obligations under Clause 23.5.1, the Seller shall:
- (a) comply with its obligations under the Bribery Act 2010 (if any), and, in any event, will not act in such a way which may breach the Buyer's responsibilities under the Bribery Act 2010;
 - (b) comply with the Buyer's policies relating to bribery and anti-corruption, as notified to the Buyer from time to time,

and with respect personal data and data protection, Seller shall:
 - (c) comply with the provisions of applicable national and EU law including the EU Regulation 2016/679 ("GDPR"). Seller is allowed to process identification data of individuals ("Personal Data") received from Buyer for the purpose of customer management during the term of its cooperation with Buyer;
 - (d) comply with the following obligations: (i) process Personal Data only on documented instructions from Buyer, unless required to do so by applicable law; (ii) ensure that everybody who processes Personal Data is bound to confidentiality (iii) implement all technical, physical and organisational security measures required to protect Personal Data against accidental loss or destruction and unlawful processing ("Data Security Breach") and notify Buyer within 24 hours of a Data Security Breach (iv) respect the GDPR conditions for engaging a subcontractor who will process Personal Data (v) at Buyer's discretion, delete or return Personal Data to Buyer when the purpose of the Contract comes to an end (vi) demonstrate compliance with this clause and allow and contribute with audits (vii) not transfer Personal Data outside the European Economic Area and Switzerland without the written consent of Buyer; and
 - (e) assist Buyer (i) by appropriate technical and organisational measures, for the fulfilment of its obligation to respond to requests for exercising the data subject's rights and (ii) in ensuring compliance with the obligations pursuant the security of processing, the notification and communication of a Data Security Breach and the data protection impact assessment.

- 23.5.3 If the Seller receives any communication from a regulator of the Buyer which relates to this Contract then, to the extent permitted by the regulator, the Seller will notify the Buyer of the same as soon as reasonably practicable.
- 23.6 Save for the Affiliates of the Buyer, nothing in this Agreement will confer upon any third party any right or benefit, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 23.7 The Buyer is a member of the group of companies and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through an Affiliate, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.
- 23.8 The Purchase Order is personal to the Seller and the Seller shall not transfer, assign, charge, dispose of or deal with in any manner or purport to do the same any of its rights or beneficial interests.
- 23.9 The Seller shall not sub-contract any of its obligations under the Contract.
- 23.10 Each right or remedy of the Buyer is without prejudice to any other right or remedy of the Buyer, whether or not under the Contract.