

BRIDON INTERNATIONAL LIMITED - STANDARD TERMS FOR LOGISTICS SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires, the following definitions apply:

Affiliate: in relation to Bridon only, any person who Controls, is Controlled by, or is under common Control with, Bridon.

Bridon: Bridon International Limited (CN 00416671) whose registered office is at Icon Building First Point, Balby Carr Bank, Doncaster, South Yorkshire, DN4 5JQ.

Business Day: Monday to Friday excluding public and bank holidays in England and Wales.

Charges: the charges set out in the Contract.

CIM: Uniform Rules Concerning the Contract of International Carriage of Goods by Rail.

CMR: The Convention on the Contract for the International Carriage of Goods by Road.

CMR Documentation: any document required in accordance with the CMR.

Collection Time: the time for collection on the Collection Date set out in the Contract or as verbally agreed.

Collection Date: the date set out in the Contract on which the Goods shall be collected from the Ship-From Location by the Supplier, unless otherwise expressly agreed in writing.

Confidential Information: in relation to a party or, where the party is Bridon, any of its Affiliates, the fact of and the terms of the Contract, and all other information and trade secrets relating to that party's or the relevant Affiliate's business or customers which come into the possession of the other party pursuant to the Contract, whether orally, or in documentary, electronic or other form.

Contract: the contract between Bridon and the Supplier for the provision of the Services formed on the acceptance by the Supplier of the Order, comprising the Order and these Terms.

Control: the beneficial ownership of more than fifty per cent (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.

COTIF: Convention concerning International Carriage by Rail.

Delivery Date: the date specified in the Contract for delivery of the Goods.

Delivery Time: the time specified in the Contract for delivery of the Goods, and if no such time is stipulated, within forty eight (48) hours after the time of collection from the Ship From Location.

Force Majeure Event: any event which is beyond the reasonable control of a party and which event affects that party's performance, including but not limited to acts of God, war, terrorism, fire, seizure or forfeit under any legal process and natural disasters, in each case which could not have been, or the effects of which could not have been, avoided in accordance with Good Industry Practice, excluding industrial action of the party obliged to perform or insufficiency of funds.

Good Industry Practice: in relation to any undertaking in any circumstances, the degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a highly skilled and appropriately experienced person in the same or similar circumstances.

Goods: the goods described in the Contract.

Hague-Visby Rules: The International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading .

Hamburg Rules: United Nations Convention on the Carriage of Goods by Sea.

Insolvency Event: each and any of the following in relation to a party:

(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: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, 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; in each case which is not withdrawn or dismissed as soon as reasonably practicable;

(b) the party is unable to pay its debts as they fall due or is insolvent; or

(c) the party enters into a composition or arrangement with its creditors or any class of them.

Logistics Rules: CMR, CIM, COTIF, Hague-Visby Rules, Hamburg Rules, Montreal Convention and Rotterdam Rules, in each case to the extent they are applicable to the Contract.

Minimum Order Details: the information set out below:

(a) the Charges for the Services;

(b) Ship-From Location and Ship-To Location;

(c) quantity and description of Goods;

(d) Collection Date, Collection Time, Delivery Date, Delivery Time; and

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(e) any other special instructions of Bridon.

Montreal Convention: The Convention for Unification of Certain Rules for International Carriage by Air.

Order: a request from Bridon to the Supplier for the supply of Services, which shall include or refer to the Minimum Order Details.

Policies: means Bridon's policies which include:

(a) Bridon Load Securing Guidelines: EM-HIS-PR000402, Edition1 , Effective Date 13th June 2013;

(b) BBRG Code of Conduct: GL-IHR-PR-001127, Edition 4, 13th April 2017;

(c) BBRG Policy in respect of the Avoidance of Bribery and Corruption: GL-LGL-PR-001128, Version 4, Effective Date 14th July 2017;

(d) BBRG Group Quality Policy: GL-IQM-PL-000057, Edition 4th May 2017; and

(e) any other Bridon policies as notified to the Supplier from time-to-time.

Regulations: all legislation, and all rules or regulations of any kind (including the Logistics Rules), together with orders, instructions or directions of a competent authority, and all related official guidance, whether enacted or enforced by any competent authority with whose decision or determination it is Good Industry Practice to comply.

Rotterdam Rules: United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea.

Services: the collection and transportation of Goods by the Supplier as more particularly described in the Contract.

Ship-From Location: the location set out in the Contract at which the Supplier shall collect the Goods.

Ship-To Location: the location set out in the Contract at which the Goods shall be delivered.

Supplier: the party providing the Services.

Terms: these Standard Terms for Logistics Services, including the Schedule and any documents referred to herein.

Tranship Activity: the movement of Goods during carriage between the Ship-From location to the Ship-To Location.

VAT: value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature for the time being in force.

Vehicle: means the vehicle(s) or other means of conveyance (including road vehicle, aircraft, ship, barge, rail vehicle and lifting equipment) either under the control of the Supplier or used by a sub-contractor of the Supplier and which is used to move the goods from the Ship-From Location to Ship-To Location.

1.2 In these Terms references to:

1.2.1 a statutory provision (or to any of the Logistics Rules) includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force, all implementing legislation and all subordinate instruments, orders or regulations made under it;

1.2.2 **subsidiary** and **holding company** shall have the meanings given to them by section 1159 of the Companies Act 2006;

1.2.3 **includes** or **including** shall be construed without limitation to the generality of the preceding words;

1.2.4 **indemnify** means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after tax basis;

1.2.5 any document (including this Agreement) or a provision of it shall be construed as a reference to that document or provision as amended from time to time by agreement between the parties in accordance with this Agreement; and

1.2.6 **writing** includes any method of reproducing words in a legible and non-transitory form, including e-mail;

1.3 In these Terms the singular includes the plural and vice versa, and the headings are for convenience only and shall not affect the interpretation of these Terms.

2. SERVICES

2.1 Bridon may request a quote from the Supplier for the required Services, such request to contain the Minimum Order Details (excluding the Charges). The Supplier shall provide a quote within forty eight (48) hours after the time of the request, such quote to contain the Minimum Order Details.

2.2 Bridon may at its discretion place an Order based on the Supplier's quote. The Supplier shall notify Bridon within twenty four (24) hours after the date of the Order whether it accepts or rejects the Order.

2.3 Each Order which is accepted by the Supplier shall give rise to a Contract, and each Contract is separate from each other Contract except to the extent provided in the Contract in question.

2.4 Bridon is prepared to purchase the Services on these Terms only, to the exclusion of any terms which the Supplier purports to apply, including the Road Haulage Association Conditions of Carriage, or BIFA Conditions, whether referenced in a booking confirmation, order acknowledgement or otherwise. Any such attempt to incorporate differing terms are hereby rejected and excluded from these Terms, save where expressly agreed between the parties in writing.

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3. LOADING REQUIREMENTS

- 3.1 The Supplier shall ensure that the relevant Vehicle arrives at the Ship-From Location and is available and ready to receive the Goods at the Collection Time.
- 3.2 Bridon shall load the Goods on to the Vehicle in accordance with Good Industry Practice.
- 3.3 The Supplier shall be responsible for securing the Goods on the Vehicle unless otherwise agreed in writing between the parties.
- 3.4 In relation to securing the Goods on the Vehicle, the Supplier shall comply and shall use its best endeavours to ensure that the Supplier's subcontractors performing the Services comply with:
- 3.4.1 the Policies, as well as the Supplier's own policies and procedures representing industry best practice in connection with securing the Goods (and if there is any conflict or inconsistency between the Policies and the Supplier's own policies, the Policies shall prevail to the extent of such conflict or inconsistency); and
- 3.4.2 all Regulations applicable in the relevant country of transit in relation to load securement.
- 3.5 Nothing in these Terms requires the Supplier or any sub-contractor to load or assist in the loading of the Goods at the Ship-From Location, unless otherwise agreed between the parties.
- 3.6 Bridon may prevent a Vehicle from leaving the Ship-From Location if in the opinion of Bridon (acting reasonably) any of the Policies have not been complied with and the Supplier shall be liable for any and all Losses suffered by Bridon as a result.
- 3.7 The Supplier shall (excepting sealed containers and trailers loaded in advance, which cannot be inspected) ensure that the driver or person in control of each Vehicle performing the Services shall inspect the Goods prior to leaving the Ship-From Location and ensure that:
- 3.7.1 any damage to the Goods is noted on the delivery documentation; and
- 3.7.2 such damage is notified to a Bridon employee at the Ship-From Location.
- 3.8 Following the inspection referred to in Clause 3.7, the Supplier shall ensure that the driver does not leave the Ship-From Location until both the driver and a designated Bridon employee have signed the delivery documentation.
- 3.9 Bridon shall ensure that a designated employee is present at the Ship-From Location at the Collection Time on the Collection Date and ensure that he is available to sign the delivery documentation promptly when requested to do so.

4. DELIVERY TO CUSTOMERS

- 4.1 The Supplier shall deliver the Goods at the Ship-To Location at the Delivery Time.
- 4.2 Bridon's customer, or Bridon's customer's nominee shall unload the Vehicle at the Ship-To Location. Nothing in these Terms requires the Supplier or any sub-contractor to load or assist in the unloading of the Goods at the Ship-To Location, unless otherwise agreed between the parties.
- 4.3 The Supplier shall ensure a reasonable inspection of the Goods is carried out and that any identified damage caused prior to or during the offloading of the Goods at the Ship-To Location is noted on the delivery documentation which should be signed by both the Bridon customer (or a designated Bridon representative) and the Supplier's representative.
- 4.4 The Supplier shall ensure that all delivery documentation is signed by both the Supplier's representative and the Bridon customer (or a designated Bridon representative) to indicate that delivery has been made.
- 4.5 The Supplier shall keep copies of all delivery documentation in accordance with clause 7.5.
- 4.6 If delivery of the Goods is not accepted at the Ship-To Location at the Delivery Time:
- 4.6.1 the Supplier shall notify Bridon as soon as possible and comply with any reasonable instructions of Bridon in relation to the storage, delivery or return of the Goods;
- 4.6.2 until the Goods cease to be under the Supplier's control pursuant to the instructions of Bridon referred to in Clause 4.6.1, the Supplier shall take all reasonable steps to ensure that the Goods are secure and adequately stored; and
- 4.6.3 Bridon shall compensate the Supplier for all costs reasonably and properly incurred by the Supplier pursuant to Clauses 4.6.1 and 4.6.2.

5. PAYMENT

- 5.1 Subject to the supply of the Services when due, Bridon shall pay the Charges.
- 5.2 Bridon shall pay each invoice within sixty (60) days after the end of the calendar month during which the invoice is received by Bridon.
- 5.3 The Supplier will invoice Bridon after completion of the Services.
- 5.4 Unless otherwise stated, all payments due to the Supplier under these Terms are subject to the receipt of a valid VAT invoice by Bridon which shall include such information and be in such form as Bridon may require from time to time.
- 5.5 All payments shall be made by direct credit to the bank account nominated by the Supplier from time to time.

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- 5.6 Bridon may, at any time, without notice to the Supplier, set off any liability of the Supplier to Bridon against any liability of Bridon to the Supplier, whether either liability arises under is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms.
- 5.7 Payment by Bridon of any sum pursuant to these Terms shall not prejudice any action, proceeding, claim or demand against the Supplier under or in connection with these Terms, whether known or ought reasonably to have been known by Bridon, when the payment is made.
- 5.8 All Charges are exclusive of VAT or equivalent sale tax, which shall be added to the Charges, and paid by Bridon in accordance with this Clause 5.
- 5.9 All payments under the Contract shall be made in Pounds Sterling, unless otherwise agreed in advance.
- 5.10 If Bridon fails to pay any sum due and payable under the Contract by the due date interest at a rate of three (3) per cent above the base rate of Barclays Bank PLC from time to time shall accrue on the unpaid amount from the due date to the date of actual payment (after as well as before judgment).

6. PERFORMANCE OF THE SERVICES

- 6.1 The Supplier shall provide the Services in accordance with:

- 6.1.1 the Regulations;
- 6.1.2 the Order;
- 6.1.3 the Terms;
- 6.1.4 the Policies;
- 6.1.5 Good Industry Practice; and
- 6.1.6 RHA Road Haulage Manual;

(together the **Requirements**)

provided always that in the event of a conflict between the terms of the Requirements the Requirements shall prevail in the order listed above to the extent of such conflict.

- 6.2 The Supplier shall:

- 6.2.1 immediately report to Bridon in writing any circumstances of which the Supplier becomes aware, or ought reasonably to be aware in accordance with Good Industry Practice, during the course of the Services, whether or not involving a breach of these Terms, which indicate, or may reasonably be expected to constitute or to result in:
- (a) a breach, or possible breach, of Regulations by Bridon;
 - (b) damage, or potential damage, to the Goods; or
 - (c) a complaint, claim or action or any legal or other proceedings being brought by or against Bridon; and
- 6.2.2 co-operate with Bridon in dealing with any matter referred to in Clause 6.2.1 including providing all relevant information, documentation and assistance.

- 6.3 The Supplier shall not:

- 6.3.1 enter into a contract on behalf of Bridon;
- 6.3.2 make any representation on behalf of Bridon, other than in the ordinary course of providing the Services;
- 6.3.3 pledge the credit of Bridon;
- 6.3.4 except as expressly authorised by Bridon, sell, let, underlet, pledge, mortgage, charge, encumber, part with possession or otherwise dispose of the Goods or attempt to do any of the same or allow the Goods to be seized in satisfaction of debts or for any legal process or create or allow to be created any lien over the Goods;
- 6.3.5 without affecting Clause 6.2, respond to any action brought against Bridon or institute any legal or other proceedings on behalf of Bridon; or
- 6.3.6 otherwise purport to conduct the affairs of Bridon.

7. GENERAL DUTIES

The Supplier shall:

- 7.1 where Bridon engages a third party to provide any services (including services the same as or similar to the Services or dependent upon the Services) or goods, the Supplier shall (at no additional cost) provide reasonable co-operation with the third party and provide any information and assistance that the third party reasonably requires to provide the services or goods;
- 7.2 immediately notify Bridon if the Supplier is unable or fails to, or is likely to be unable or fail to, undertake any of its responsibilities in relation to the Services (to include providing details of any delays, accidents or other unanticipated events that may prevent carriage of a consignment being completed by the agreed time and date), or of any other circumstances which prevent or hinder or which may reasonably be expected to prevent or hinder the Supplier from

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- undertaking the Services, in each case giving the reasons in reasonable detail, and otherwise promptly disclose to Bridon any development that may have a material impact on the Supplier's ability to perform the Contract;
- 7.3 co-operate with Bridon, its officers, employees, representatives and any competent authority in the matters they require, including in connection with the discharge or exercise of any legal or regulatory duty or right, or any investigation by or on behalf of Bridon or any competent authority, and that co-operation may include access or procuring access to documentation (excluding where valid, any specific sensitive pricing information), information, data, systems, premises and communications networks in the possession, custody or control of the Supplier or its sub-contractors;
- 7.4 deal promptly with enquiries and problems relating to the Services and, at Bridon's request, use all reasonable endeavours promptly to correct or procure the correction of any failure to perform any part of the Services (including any failed or delayed performance);
- 7.5 be responsible for the production, completion, execution and transmission of any and all necessary transportation documents (including waybills, CMR Documentation, certificates of shipment, bills of lading, customs documentation and appropriate delivery documentation), a signed copy of which shall be retained by the Supplier for a period of at least six (6) years after the relevant Delivery Date and shall be provided to Bridon promptly on request
- 7.6 ensure that all information and documents provided as part of the Services are accurate, complete and not misleading;
- 7.7 make any relevant declarations with customs authorities as necessary to provide the Services or as instructed by Bridon;
- 7.8 obtain, maintain and comply with all rights, licenses, permissions and approvals necessary for it to perform its obligations under the Contract;
- 7.9 provide or procure the provision of all load securing equipment;
- 7.10 ensure that all Vehicles, trailers, containers and other plant and equipment used as part of the Services (whether by the Supplier or its sub-contractors) is fit for purpose;
- 7.11 transport the Goods in accordance with the Contract and use best efforts to prevent damage in the process; and
- 7.12 in accordance with Good Industry Practice:
- 7.12.1 perform its obligations and fulfil its liabilities under the Contract; and
- 7.12.2 manage the risks associated with performance of the Services.

8. BRIDON'S OBLIGATIONS

- 8.1 Bridon shall provide or facilitate the provision of timbers as are necessary to comply with the Bridon Load Securement Policy and Guidelines.
- 8.2 Bridon shall use its best endeavours to:
- 8.2.1 provide information requested by the Supplier (acting reasonably) in connection with the Services as soon as reasonably practicable after receiving the request; and
- 8.2.2 notify the Supplier of anything in connection with the Services of which Bridon is aware, including circumstances creating a reasonable risk of delay or material extra work for either party in connection with the Services.

9. TERMINATION

- 9.1 Either party (the "Non-Defaulting Party") may by giving notice to the other (the "Defaulting Party") terminate the Contract as from the date of expiry of the notice if:
- 9.1.1 the Defaulting Party commits a material breach of the Contract which, in the case of a breach capable of remedy, is not remedied within thirty (30) days after the Non-Defaulting Party has given notice containing details of the breach, requiring the breach to be remedied, and stating that, if it is not, the Contract may be terminated without further notice;
- 9.1.2 the performance by the Defaulting Party of its obligations under the Contract is delayed, hindered or suspended for more than thirty (30) days in connection with the occurrence of a Force Majeure Event; or
- 9.1.3 if an Insolvency Event occurs in relation to either party.
- 9.2 Termination of the Contract does not affect the rights or liabilities of the parties which have accrued on or before termination, or the continuance in force of those provisions which by their nature are intended to survive termination.

10. CONFIDENTIALITY

- 10.1 Each party undertakes to the other in relation to the Confidential Information of the other or its Affiliates:
- 10.1.1 to keep confidential all Confidential Information;
- 10.1.2 not to disclose Confidential Information without the other's prior written consent to any other person except those of its employees who have a need to know the Confidential Information;
- 10.1.3 not to use Confidential Information except for the purposes of performing its obligations under the Contract (and in particular not use Confidential Information to obtain a commercial, trading or any other advantage); and
- 10.1.4 to keep separate from all other information all Confidential Information in its possession or control.

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- 10.2 The provisions of Clause 10.1 shall not apply to Confidential Information to the extent that it is or was:
- 10.2.1 is in the possession of the other or its Affiliates free of any duty of confidentiality;
 - 10.2.2 in the public domain other than as a result of a breach of Clause 10.1;
 - 10.2.3 required to be disclosed;
 - 10.2.4 pursuant to Regulations, or the rules of any recognised exchange on which the securities of a party are or are to be listed; or
 - 10.2.5 in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice,
but only to the extent and for the purpose of that disclosure.
- 10.3 Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of Clause 10.1 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 10.1.
- 11. LIABILITY**
- 11.1 The Supplier shall not be liable for the physical loss, mis-delivery of, delay in delivery of or damage to the Goods or a part of the Goods to the extent arising from error, negligent acts or omissions, mis-statement or mis-representation by:
- 11.1.1 Bridon;
 - 11.1.2 the owner or consignee of the Goods;
 - 11.1.3 those loading or unloading the Goods (except in relation to any loading or unloading carried out by Supplier or its subcontractor(s), or any loading or unloading of the Goods which occurs as part of Tranship Activity); or
 - 11.1.4 those expected to take delivery of the Goods,
provided that this exclusion of liability shall not apply where such error, act, omission, mis-statement or mis-representation should have been identified and remedied by the Supplier acting as a reasonable and prudent operator.
- 11.2 The Supplier shall not be liable for delay in delivery of the Goods or a part of the Goods to the extent arising from:
- 11.2.1 any defect, error or omission in the Order or failure by Bridon to confirm in writing the Minimum Order Information, any Order made by telephone which is not confirmed in writing by Bridon within 24 hours (provided that this exclusion of liability shall not apply where such defect, error, omission or failure should have been identified and remedied by the Supplier acting as a reasonable and prudent operator); or
 - 11.2.2 delivery of the Goods not being accepted at the Ship-To Location at the Delivery Time.
- 11.3 Subject to the remainder of this Clause 11, the Supplier shall be liable for all loss, damage, cost and expense sustained or incurred by Bridon and caused by any breach of the Contract by the Supplier or its sub-contractors or any negligence or other tortious liability of the Supplier or its sub-contractors in connection with the Contract (including breach of statutory duty) to the extent permissible by the Regulations and provided that if this clause exceeds any liability limit set in Regulations that such statutory limit will apply.
- 11.4 Notwithstanding any provision of these Terms, the exclusions and limitations of liability imposed by the Regulations shall apply to the Contract to the extent such exclusions and limitations are of mandatory application, but shall not apply where Regulations permit the parties to agree alternative arrangements.
- 11.5 Neither party shall in any circumstances be liable to the other for the following loss or damage howsoever caused and whether or not caused or contributed to by the negligence of the relevant party or its sub-contractors:
- 11.5.1 loss of profits, loss of contracts or loss of a particular market or goodwill;
 - 11.5.2 special, indirect or consequential losses; or
 - 11.5.3 loss of anticipated savings or loss of revenue.
- 11.6 Nothing in these Terms affects the liability of either party to the other for death or personal injury, for that party's fraud or for any other liability to the extent it may not be excluded or limited by law.
- 12. INSURANCE**
- 12.1 The Supplier shall keep in force sufficient insurances to satisfy its liability in carrying out the Services under these Terms (subject in each case to a reasonable excess) with a reputable insurer including, but not limited to:
- 12.1.1 employer's liability insurance for an indemnity of not less than five million pounds (GBP) (£5,000,000) for any one incident; and
 - 12.1.2 public liability (third party) insurance for such sum and range of cover as the Supplier deems appropriate but for an indemnity of not less than five million pounds (GBP) (£5,000,000) for any one incident or series of related incidents,
- 12.2 Upon request the Supplier shall provide satisfactory evidence to Bridon that such insurances are in place.

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13. 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 result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. The Supplier will not have the right to any additional payments from Bridon for costs or expenses incurred by the Supplier as a result of any Force Majeure Event.

14. NO LIEN

The Supplier shall not have, and shall not seek to exercise, any rights of lien over any goods, materials, documents, equipment or other items belonging to Bridon.

15. RIGHTS OF THIRD PARTIES

- 15.1 Except as provided in these Terms, these Terms do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.
- 15.2 Bridon has concluded the Contract as principal on its own behalf and for the benefit of its Affiliates.
- 15.3 An Affiliate of Bridon may in its own right enforce the provisions of the Contract in accordance with the Contracts (Rights of Third Parties Act) 1999, except that the parties may rescind or vary the Contract without the consent of any Affiliate of Bridon.

16. ASSIGNMENT AND SUB-CONTRACTING

- 16.1 Neither party shall without the prior written consent of the other (such consent not to be unreasonable withheld) assign, transfer, charge, dispose of or deal with its rights or obligations under the Contract.
- 16.2 The Supplier shall be entitled to subcontract that part of its obligations under the Contract that relate to the provision of Vehicles and the transportation of Goods provided that in each case the Supplier:
- 16.2.1 if requested by Bridon:
- (a) identifies the party which it proposes to appoint to perform the subcontracted Services;
 - (b) provides to Bridon all information reasonably required by Bridon in relation to that proposed subcontractor; and
 - (c) shall no longer use a subcontractor in the event that Bridon considers it would be inappropriate to continue to do so;
- 16.2.2 shall be fully liable for all acts and omissions of the subcontractor.

17. GENERAL

- 17.1 The Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior representations, agreements, negotiations or understandings between the parties, except that this Clause 17.1 does not affect the liability of either party for fraudulent misrepresentation.
- 17.2 An amendment to the Contract is ineffective unless it is in writing, expressly purports to amend the Contract and is executed by both parties.
- 17.3 The rights and remedies provided by the Contract are cumulative and are not exclusive of any rights or remedies provided by law or in the Contract.
- 17.4 Any failure or neglect by either party to enforce any of the provisions of the Contract shall not be construed nor deemed to be a waiver of that party's rights and does not affect the validity of the whole or part of the Contract nor prejudice that party's rights; any waiver by either party of its rights under the Contract does not operate as a waiver in respect of any subsequent breach.
- 17.5 If any provision of the Contract is held to be illegal, invalid or unenforceable in whole or part, that provision shall to that extent be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of the Contract shall be unaffected.
- 17.6 The parties agree that the Supplier is an independent contractor and that no labour relationships or relationship of employer and employee exists between either party's personnel and the other party.

18. NOTICES

- 18.1 Any notice to be given under these Terms shall be in writing (excluding email) and shall either be delivered by hand or sent by first class pre-paid post (or in the case of overseas post, by airmail). Delivery by courier shall be regarded as delivery by hand.
- 18.2 Notices shall be sent to the address of the relevant party set out in the Order or to such other address as may be communicated to the other party from time to time in accordance with this Clause 18.
- 18.3 A notice shall be deemed to have been served:
- 18.3.1 if delivered by hand at the address referred to in Clause 18.2 at the time of delivery;

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- 18.3.2 if sent by first class pre-paid post to the address provided for by Clause 18.2, at the expiration of two (2) Business Days after the time of posting; and
- 18.3.3 if sent by airmail to the address provided for by Clause 18.2, at the expiration of five (5) Business Days after the time of posting.
- 18.4 If a notice would otherwise be deemed to have been delivered outside working hours (being 9.00 am to 5.00 pm) on a Business Day under the preceding provisions of this Clause 18, it shall be deemed to have been delivered at the opening of such normal working hours on the next Business Day.
- 18.5 In proving service of the notice, it shall be sufficient to show that delivery by hand was made or that the envelope containing the notice was properly addressed and posted as a first class pre-paid letter or as airmail.
- 19. GOVERNING LAW AND JURISDICTION**
- 19.1 Each Contract shall be governed by and construed in accordance with English law.
- 19.2 The courts of England and Wales shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with each Contract and, for such purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales. Each party irrevocably waives any objection which it might at any time have to the courts referred to in this Clause 19 being nominated as a forum to hear, determine and settle any proceedings and agrees not to claim that any such courts are not a convenient or appropriate forum.

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LEGAL COMPLIANCE SCHEDULE

1. ANTI-BRIBERY AND CORRUPTION

1.1 The Supplier shall not:

- 1.1.1 give, offer to give or agree to give to any employee, officer, agents or sub-contractors of any other third party any gift or consideration of any kind as an inducement or reward for:
- (a) doing or not doing, or having done or not having done any act in relation to the obtaining or execution of any Contract, or any subcontract in respect of the Services; or
 - (b) showing or not showing favour or disfavours to any person in relation to any Contract or any subcontract in respect of the Services.
- 1.1.2 enter into any Contract or any other agreement in connection with which one party has:
- (a) paid a commission or payment; or
 - (b) agreed to pay a commission or payment,

to any employee, agent, subcontractor or other associated party of the other party except as specifically provided for by these Terms or any other written agreement between the parties.

1.2 The Supplier is equally prohibited from carrying out the activities outlined in paragraph 1.1 if such activity is carried out by a third party on its behalf or with its knowledge.

1.3 The Supplier warrants that it, or any third party on its behalf, has not undertaken any activity anticipated by paragraph 1.1 prior to any Contract, or any related agreement, being made.

1.4 If the Supplier, their employees, officers, agents or subcontractors (or anyone acting on their behalf):-

- 1.4.1 act in contravention of the provisions of this paragraph 1;
- 1.4.2 commit any offence under:
- (a) the US Foreign Corrupt Practices Act 1977, as amended;
 - (b) the Bribery Act 2010; or
 - (c) act in contravention of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions,

in each case whether with or without the knowledge of Bridon, then Bridon shall be entitled to terminate the Contract in accordance with the provisions of Clause 9.1.1.

2. MODERN SLAVERY

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

- 2.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- 2.1.2 comply with the Bridon's Modern Slavery and Human Trafficking Policy;
- 2.1.3 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; and
- 2.1.4 ensure that each of its direct subcontractors and suppliers shall comply with the Bridon's Modern Slavery and Human Trafficking Policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

2.2 The Supplier represents and warrants that at the date of the Contract neither the Supplier nor any of its officers, employees or other persons associated with it:

- 2.2.1 has been convicted of any offence involving slavery and human trafficking; and
- 2.2.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

2.3 The Supplier shall implement due diligence procedures for its direct subcontractors, to ensure that there is no slavery or human trafficking in its supply chains. If Bridon agrees that the Supplier may subcontract its obligations, the Supplier shall implement an appropriate system of audit, and training for its subcontractors that is designed to ensure their compliance with Bridon's Modern Slavery and Human Trafficking Policy.

2.4 The Supplier shall notify Bridon as soon as it becomes aware of:

- 2.4.1 any breach, or potential breach, of Bridon's Modern Slavery and Human Trafficking Policy; or
- 2.4.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with these Terms.

2.5 The Supplier shall prepare and deliver to Bridon an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or any part of its business.

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- 2.6 The Supplier shall indemnify Bridon against any and all loss, cost, damage and expense which Bridon may incur as a result of any breach of Bridon's Modern Slavery and Human Trafficking Policy.
- 2.7 Bridon may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this paragraph 2.