

SBFE GENERAL CONDITIONS OF PURCHASE (GOODS AND SERVICES)

1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires or unless otherwise specified the following words and expressions shall have the following meanings:

- 1.1 **"Affiliates"**: any company or entity that, directly or indirectly through one or more companies or entities, either controls or is controlled by the Purchaser, or which is, directly or indirectly, through one or more companies or entities, controlled by the same entity as the Purchaser. In this definition, **"control"** means (i) the possession, directly or indirectly, of the power to direct the management or policies of a company, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (ii) ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such company and has the power to direct the management or policies of a company.
- 1.2 **"Agreement"**: the agreement between Purchaser and Supplier consisting of the Order, these Terms and Conditions, the Specification, and any other documents (or parts thereof) specified in the Order or otherwise expressly incorporating these Terms and Conditions.
- 1.3 **"Anti-Slavery Laws"**: any and all laws including statutes, statutory instruments, bye-laws, orders, regulations, directives, treaties, decrees, decisions (as referred to in Article 288 of the Treaty on the Functioning of the European Union) (including any judgment, order or decision of any court, regulator or tribunal) anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking,
- 1.4 **"Data Protection Law"**: applicable data protection and privacy legislation in force from time to time in Europe and the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data;
- 1.5 **"Goods"**: any good(s) which the Purchaser agrees to purchase from the Supplier including but not limited to, any raw material, any packaging, and/or any equipment specified in the Agreement.
- 1.6 **"Intellectual Property Rights"**: any and all rights in and/or to; (a) patents; (b) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (c) formulas, processes, compositions of matter, formulations, methods of use or delivery, data, reports, specifications and computer programs or models; (d) copyright and related rights; (e) moral rights; (f) design rights; (g) trade marks and service marks; (h) business or trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (i) database rights; (j) confidential information, know-how, trade secrets; and (k) other intellectual property rights; in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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.
- 1.7 **"Order"**: an order, purchase order, release or other means of ordering the Goods or Services placed by the Purchaser with the Supplier.
- 1.8 **"Party"**: the Purchaser or Supplier individually and collectively the Parties.
- 1.9 **"Purchaser"**: any and/or all Affiliates that place an Order.

1.10 **"Services"**: mean those services to be provided hereunder by the Supplier and which will be performed and delivered in accordance with this Agreement.

1.11 **"Specifications"**: means the written specification for the Goods or Services that is supplied by the Purchaser to Supplier or produced by the Supplier and agreed in writing by the Purchaser.

1.12 **"Supplier"**: any person, partnership, firm or entity which provides the Services and/or supplies the Goods.

1.13 **"Terms and Conditions"**: means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier.

2. INTERPRETATION

2.1 References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

2.2 References to re-enactment of any statute or statutory provision (including any subordinate legislation) include references to the preservation, continuation of effect, conversion or incorporation of any of them into the law of England and Wales, Scotland and Northern Ireland, whether by the European Union (Withdrawal) Act 2018 (as amended and in force from time to time) or any other legislation relating to the withdrawal of the United Kingdom from the European Union.

3. APPOINTMENT

3.1 The Purchaser appoints the Supplier to provide the Goods and/or the provision of the Services in accordance with the Agreement.

3.2 The Supplier acknowledges that:

3.2.1 there is no obligation on the Purchaser to purchase any Goods or Services from the Supplier;

3.2.2 the Agreement does not constitute an exclusive arrangement between the Parties for the purchase of Goods and/or Services and the Purchaser will be entitled to supply any of its requirements itself and/or obtain Goods and/or Services and/or deliverables from third parties in its absolute discretion;

3.2.3 the Purchaser cannot predict the volume or value of its requirements for and is not required to purchase minimum volumes of Goods and/or Services from the Supplier; and

3.2.4 the Purchaser makes no representation as to any minimum volume or value of business.

4. CONTRACTUAL DOCUMENTS

4.1 In the event of a conflict between any document referred to in this Agreement and these Terms and Conditions, the conflict shall be resolved in the following order of precedence:

4.1.1 the Order and Specification and any other documents (or parts thereof) specified in the Order; then

4.1.2 the Terms and Conditions.

4.2 These Terms and Conditions are the basis upon which the Purchaser is prepared to deal with the Supplier. It is hereby expressly agreed by the Supplier, without prejudice to the foregoing, that any standard terms or conditions of sale or supply of the Supplier (including those which appear on any invoice furnished by the Supplier in the course of providing the Goods and/or Services) shall not be applicable and are expressly excluded.

- 4.3** Each Order constitutes an offer by the Purchaser to purchase the Goods or Services specified therein in accordance with the Agreement. The Order (and the Agreement) shall be deemed to be accepted by the Supplier on the earlier of: (a) the Supplier expressly giving notice of acceptance; or (b) the Supplier doing any act consistent with fulfilling the Order (in whole or in part), at which point the Agreement shall come into existence.
- 4.4** Acceptance of the Order in accordance with Clause 4.3 creates a separate and distinct Agreement between the Purchaser and Supplier, and is applicable only to the Goods and Services identified in said Order. In no circumstances shall the rights and obligations of the Purchaser under one Order affect the rights and obligations of the Purchaser under a different Order, except as to the Purchaser's set-off rights set out more particularly in this Agreement.
- 4.5** Any amendment, variation, modification, cancellation, waiver, replacement or discharge of these Terms and Conditions shall only be made in writing in an agreement signed by an authorised representative of each of the Parties. Any amendment, variation, modification, cancellation, waiver, replacement or discharge of these Terms and Conditions not made in compliance with this Clause 4.5 shall be null and void. For the avoidance of doubt, a separately negotiated, written and signed agreement between the Parties shall not be affected by and shall prevail over these Terms and Conditions, unless it expressly provides for the contrary.
- 5. COMPLIANCE WITH LAWS**
- 5.1** The Supplier warrants that it shall strictly comply with, and shall procure any person or any entity acting on its behalf to strictly comply with, all applicable laws, rules, regulations, ordinances, and all relevant codes, requirements and standards issued by any relevant competent regulatory or governmental authority from time to time ("Laws") which is applicable to its performance, under the Agreement, including without limitation the procurement, manufacture, performance, handling, transport, storage, packaging or delivery of the Goods and/or Services.
- 5.2** The Supplier shall comply with any and all requirements specified by the Purchaser with respect to, including without limitation, delivery, invoicing and quality of the Goods and/or Services, warehousing of the Goods and/or Services where applicable, and any other requirement included in the Agreement and/or notified to the Supplier by the Purchaser from time to time.
- 6. ETHICAL COMMITMENTS**
- 6.1** The Supplier warrants and undertakes that it shall:
- 6.1.1** comply with the Purchaser Code of Conduct for suppliers and the Purchaser Anti-Corruption Policy;
- 6.1.2** comply at all times with Anti-Slavery Laws and has not committed an offence which relates to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking;
- 6.1.3** ensure that it has ethical and human rights policies and appropriate complaints procedures in place to deal with any breaches of such policies;
- 6.1.4** ensure that it respects and promotes the rights set out in the International Labour Organisation's International Labour Standards and the provisions of the United Nations' Universal Declaration of Human Rights in respect of both its employees, subcontractors and its suppliers;
- 6.1.5** not, whether as employer or provider when fulfilling the Order/Agreement, engage in any act or omission that would contravene any Laws, including any applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in any applicable territory in which the Supplier fulfils the Agreement or operates from time to time;
- 6.1.6** demonstrate environmental responsibility and comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to satisfying the Agreement; and
- 6.2** impose on all its employee, agents, sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by this Clause 6.
- 6.3** The Supplier shall comply in all respects with all applicable domestic and international laws, standards and principles relating to anti-bribery or anti-corruption.
- 6.4** The Parties agree that the Purchaser (or an authorised agent) shall have the right at any time to audit the compliance with and implementation of the obligations set out in this Clause 6 by the Supplier. In connection with any such audit, the Supplier shall grant the Purchaser free access to audit at any time the sites and premises of the Supplier. If any commitment set out in this Clause 6 is found to be lacking, the Parties shall meet at the Purchaser's request and discuss the reasons leading to the failure. The Parties shall then review and the Supplier shall implement mutually agreed remedial steps with an appropriate time schedule to cure the breach of the commitment by the Supplier. If the remedial steps are not implemented to the Purchaser's satisfaction in accordance with the agreed time schedule or if the breach by the Supplier of any of these obligations reoccur, then the Purchaser shall be entitled, without prejudice to any other rights and remedies of the Purchaser under this Agreement, to terminate the Agreement.
- 6.5** Any breach of this Clause 6 by the Supplier shall be deemed a material breach of the Agreement and shall entitle the Purchaser to terminate the Agreement with immediate effect.
- 7. ENVIRONMENTAL, HEALTH & SAFETY**
- 7.1** The Supplier shall, and shall ensure that its employees and those of any agent and/or sub-contractor shall, when working on any site or premises in connection with the Agreement, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by the Purchaser from time to time.
- 7.2** The Supplier shall indemnify the Purchaser and its Affiliates, and keep them indemnified, on demand from and against all liabilities, losses, damages, claims, fines and expenses incurred or suffered as a result of or in connection with any third party claim arising from the Supplier's or the Supplier's sub-contractors' actions resulting in alleged release of any waste, hazardous substance or other pollutant.
- 8. ASSIGNMENT AND SUBCONTRACTING**
- 8.1** The Supplier shall not delegate, assign, subcontract or transfer all or part of the Agreement, or any of its rights or obligations, without the prior written consent of the Purchaser, which the Purchaser may withhold at its sole discretion. Any delegation, assignment, transfer or sub-contract made or attempted without such prior consent shall be null and void and shall constitute a breach of the Agreement. In the event the Supplier is permitted to assign or subcontract any part of the Agreement, the Supplier shall (a) remain primarily liable to the Purchaser for the performance of the Supplier's obligations hereunder and (b) be responsible for payment to its subcontractors and for compliance with all applicable laws and regulations pertaining to the use of such subcontractors in the performance of the Agreement.
- 8.2** The Purchaser is entitled, without restriction, to delegate, subcontract, transfer or assign without the prior written consent of the Supplier.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1** All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in and belong exclusively to that Party. Nothing in this Agreement shall be taken to be a transfer or assignment of or an agreement to transfer or assign any of the Purchaser's Intellectual Property Rights to the Supplier.
- 9.2** All rights, title and interest (including all Intellectual Property Rights) in and to any documents, images, text, content, reports, specifications, databases, data, software (in source or object code form), processes and other materials (whether existing in a

tangible or intangible form or format) created for the Purchaser by the Supplier on the basis of the Specifications, of any other information provided by the Purchaser or to the extent created as a direct result of the Services ("**Developed Materials**") shall vest absolutely in the Purchaser upon creation.

9.3 The Supplier grants the Purchaser a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable license to use the Supplier's Intellectual Property Rights in order to receive the full benefit of the Goods and the Services and any resulting work product or copy, maintain, support, modify, enhance or further develop Supplier's Intellectual Property Rights, including but not limited to the Purchaser obtaining the benefit of the Developed Materials.

9.4 The Supplier represents, warrants and undertakes that the Developed Materials, Goods and Services (and the Intellectual Property Rights therein) and any resulting work product of same will not infringe, violate, and/or misappropriate Intellectual Property Rights of any third party. The Supplier will provide the Purchaser with immediate notice of such claims or actions as they arise.

9.5 The Supplier shall fully indemnify and hold harmless and shall keep indemnified and hold harmless the Purchaser, its directors, agents, officers and employees from and against any and all liabilities, losses, damages, claims, fines, sanctions, taxes, costs and expenses including, without limitation, legal fees suffered or incurred by the Purchaser, its directors, agents, officers and employees arising out of or in connection with a breach by the Supplier of this Clause 9 or of the Purchaser's Intellectual Property Rights as set out in this Clause 9.

10. CONFIDENTIALITY

10.1 Each Party (the "**Receiving Party**") shall at all times during the continuance of this Agreement and after its termination keep and procure that it shall keep all information (written or oral) and whether or not such information is expressly stated to be confidential or marked as such relating to the other Party (the "**Disclosing Party**"), its customers or trade secrets of which it is or shall become possessed or aware or concerning the Disclosing Party's techniques, technical know-how, data, analyses, compilations, concepts, technical processes, formulae, specifications, inventions, research projects, customer lists, pricing policies, operational methods, financial information, marketing information, business dealings or affairs ("**Confidential Information**") disclosed or made available or otherwise made known to it, confidential and shall; (a) not, without the Disclosing Party's prior written consent and only after obtaining a written confidentiality undertaking from the intended receiving third party, disclose the Confidential Information in whole or in part to any other person save for its employees, officers, representatives or advisers who need to know such information for the purposes of it exercising its rights or carrying out its obligations under the Agreement and who have a need to know the same; and (b) use the Confidential Information solely in connection with the provision or receipt of the Good and/or Services and not for its own benefit or the benefit of any third party.

10.2 Each Party agrees to keep the existence, the nature, and the terms of the Agreement confidential during the course of the relationship and thereafter.

10.3 Upon the completion or termination of the Agreement, howsoever arising, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information, records, papers, materials, media and other property of the Disclosing Party, which is in its possession.

10.4 This Clause 10 shall survive expiry or termination of the Agreement.

11. WARRANTIES

11.1 The Supplier represents and warrants that the Goods and any parts thereof: (i) are in full compliance with the Specifications; (ii) are supplied with full title guarantee and free from any charges, liens or other encumbrances; (iii) are safe and otherwise

appropriate and shall be in every respect fit for the purpose which the Purchaser has expressly or by implication made known that it requires; (iv) are of merchantable quality and free from latent and patent defects in design, material, workmanship and performance; and (v) are in full compliance with all applicable Laws.

11.2 The Supplier hereby represents, warrants and undertakes that it shall provide the Services: (i) in full compliance with the Specification and exercising due and reasonable care and skill under and in accordance with this Agreement; (ii) are done in a competent, workmanlike manner by appropriately qualified and trained persons possessing suitable skills and experience and free from defects in materials and workmanship, whether latent or patent; (iii) are in conformity with the standards of care employed by leading vendors in the services industry for projects of this kind and scope; and (iv) are in full compliance with all applicable Laws.

11.3 The Supplier further represents and warrants that it shall ensure that its employees, agents and subcontractors are adequately and appropriately trained to provide the Goods and/or Services and shall ensure that there are sufficient personnel to provide the Goods and/or Services to such highest standards of quality prevailing in the Supplier's industry and in accordance with the Agreement.

12. DELIVERY OF GOODS AND PROVISION OF SERVICES

12.1 The date of delivery/provision of the Goods or Services shall be as specified on the Order unless otherwise instructed in writing by the Purchaser. The Supplier shall supply the Purchaser with details of the anticipated lead times between placing an Order and delivery of any Goods or provision of the Services and the Supplier shall keep the Purchaser fully informed of progress. The Supplier shall immediately give notice to the Purchaser in the event of any likely delay in delivery.

12.2 If the Supplier is late with any delivery/provision of Goods or Services, the Purchaser shall have the right to cancel the Order at any time before delivery/provision of the Goods or Services is effected.

12.3 The cost of delivery shall be borne by the Supplier and delivery shall only occur during normal business opening hours unless agreed otherwise.

12.4 Each delivery of Goods must be accompanied by a delivery note (and any other delivery documentation specified in the Order or otherwise in the Agreement) showing the date of the Order, the Order number, the type and quantity of Goods being delivered, special storage instructions (if any) and, subject to Clause 12.7, if the Goods are being delivered by instalment, the outstanding balance remaining to be delivered.

12.5 The Supplier shall deliver the Goods to the location set out in the Order or subsequently advised in writing by Purchaser ("**Delivery Location**").

12.6 The quantity of Goods or Services specified in the Agreement may not be changed without Purchaser's prior written consent. Quantities of Goods or Services delivered in excess of those stated in the Agreement may not be accepted.

12.7 The Supplier shall not deliver the Goods in instalments without the Purchaser's prior written consent. Where it is agreed that Goods are to be delivered in instalments, they may (at the Purchaser's sole option) be invoiced and paid for separately.

12.8 Time shall be of the essence in relation to the performance of any and all of Supplier's obligations pursuant to the Agreement.

12.9 The Supplier warrants that any Goods or Services comprising computer hardware or software, and supplied by the Supplier to the Purchaser:

12.9.1 are free from viruses, defects, disabling codes, software routines or hardware components designed to permit (either automatically or through externally applied controls) unauthorised access or allow the Goods to be disabled,

have content erased, or otherwise be harmed (collectively, "Contaminants"), have been duly tested to ensure that there are no such Contaminants, and are subject to recognised and appropriate release procedures including the latest version of a proprietary virus detection software package approved by the Purchaser, and the Supplier shall procure that corresponding obligations are imposed with its sub-contractors or agents;

12.9.2 have been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme, and do not include any open source, freeware or shareware (unless otherwise agreed in writing in advance by the Purchaser); and

12.9.3 will comply and function substantially in accordance with the Specification.

12.10 The Supplier warrants that neither the performance nor the functionality of any Goods or Services will be adversely affected by any changes caused by the advent of a particular calendar date.

12.11 The Supplier shall indemnify the Purchaser and its Affiliates, and keep them indemnified, on demand from and against all costs, losses and expenses incurred or suffered as a result of or in connection with the Supplier's breach of the warranties set out in clauses above.

13. PASSING OF TITLE AND RISK IN GOODS

13.1 The risk in the Goods shall pass to Purchaser on completion of delivery at the Delivery Location specified in the Agreement and title will pass to Purchaser on the completion of delivery at the Delivery Location specified in the Agreement. The Supplier undertakes to provide the Purchaser with an executed bill of sale and/or other document(s) satisfactory to the Purchaser evidencing such transfer of title on delivery. The Supplier acknowledges and agrees that any retention of ownership clause shall be null and void.

13.2 Neither payment by, nor passing of title or risk in the Goods or the Services to, the Purchaser shall be deemed to constitute acceptance of the Goods or the Services.

14. PRICE – INVOICING – PAYMENT TERMS

14.1 Unless otherwise stipulated in the Agreement, the price (which shall be a firm fixed price) for the Goods and/or Services shall be the price set out on the Order. Unless otherwise agreed in writing, the price is exclusive of any sales tax which may be applicable in the relevant territory and inclusive of the costs of the packaging, delivery, customs duties, tariffs and insurance.

14.2 The Purchaser may withhold payment if the Supplier's invoice is disputed and the Purchaser reserves the right to set off any sums in respect of which Supplier may be in default to the Purchaser.

14.3 Unless otherwise agreed by the Parties in the Agreement or required by the applicable law and provided the Goods and/or Services have been duly delivered in conformity to the terms of the Agreement, undisputed invoices will be paid within 60 calendar days from the date of the relevant invoice, subject to any applicable discounts, setoffs or deductions. Payment shall be made by bank transfer to the bank account indicated by the Supplier, unless otherwise stipulated in the Agreement by the Supplier.

15. INSPECTION AND ACCEPTANCE

15.1 The Supplier shall permit authorised representatives of the Purchaser (including external auditors) to visit its premises or any other location from which the Goods and/or Services may be provided at reasonable times in order to inspect relevant facilities and records relating to the provisions of the Goods and/or Services and ensure that the Supplier is discharging its duties and obligations to the Company's reasonable satisfaction. Nothing herein shall in any way relieve the Supplier from performing its duties and obligations in accordance with the Agreement.

15.2 The Purchaser's employees may sign delivery dockets to indicate receipt of Goods from the Supplier, however this shall not indicate that the Purchaser accepts that the Goods (or the delivery thereof) comply with the Agreement.

15.3 Any acceptance given on behalf of the Purchaser in relation to the Goods and/or Services shall not relieve the Supplier from its obligations or liabilities under the Agreement and notwithstanding any acceptance given by or on behalf of the Purchaser, if the Purchaser later determines that the Goods and/or Services have not been provided in accordance with this Agreement, it will be entitled to exercise the rights and remedies set out in Clause 16.

16. REJECTION, REPAIR AND REPLACEMENT

16.1 If the Goods and/or Services do not comply with the terms of the Agreement, then, without limiting any of the Purchaser's other rights or remedies, and whether or not it has accepted the Goods and/or Services, the Purchaser may, at its sole discretion, exercise any one or more of the following rights and remedies:

16.1.1 to terminate the Agreement; or

16.1.2 to reject the Goods and/or Services (in whole or in part) and, in respect of the Goods return them to the Supplier at the Supplier's own risk and expense; and/or

16.1.3 to require the Supplier to either repair or replace the rejected Goods or re-perform the rejected Services, or to provide a full refund of the price of the rejected or non-compliant Goods or Services (if paid); and/or

16.1.4 to refuse to accept any subsequent delivery of the Goods and/or Services which the Supplier attempts to make; and/or

16.1.5 in the case of incorrect delivery, to require the Supplier to promptly reimburse the Purchaser in respect of any cost (including but not limited to freight, clearance, duty and storage charges) incurred by the Purchaser relating to such incorrect delivery; and/or

16.1.6 to purchase the Goods or Services from a third party which conform with the requirements of the Agreement (and any extra costs, losses or expenses thus incurred by the Purchaser shall be paid by the Supplier to the Purchaser on demand), provided that before exercising such right to purchase elsewhere, the Purchaser shall give the Supplier a reasonable opportunity to replace the rejected Goods or re-perform the Services in accordance with the Agreement; and/or

16.1.7 to claim damages for any other costs, losses or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement.

16.1.8 In the event of a rejection (in whole or in part) in accordance with Clause 16.1 above, the Purchaser shall notify the Supplier in writing, and any payment obligation in relation to any such delivery or the Goods and/or Services shall be suspended immediately.

16.2 These terms shall apply to any re-performed Services and/or repaired or replacement Goods supplied by the Supplier.

16.3 The Purchaser's rights and remedies under these Conditions are in addition to its rights and remedies implied under the applicable Laws.

16.4 The Parties shall use their reasonable endeavours to resolve any dispute arising pursuant to Clause 16 without delay. If no resolution is reached between the Parties within 30 days, the Purchaser may, upon notice to the Supplier, (i) require the Supplier to reimburse the Purchaser for any and all costs, losses and expenses incurred by the Purchaser as a result of that failure and/or (ii), enter into agreement with a third party to obtain replacement or substitute Goods or Services affected and/or (iii) terminate the Agreement.

17. INSURANCE AND LIABILITY

17.1 The Supplier will maintain and will procure that its subcontractors will maintain at their expense sufficient insurance coverages with generally acceptable underwriters. Such insurance will include the

Purchaser as an additional insured on said policy in connection with the Supplier's performance under the Agreement to be stated explicitly on the certificate(s) of insurance. The Supplier hereby irrevocably and unconditionally waives and will cause its insurers to irrevocably and unconditionally waive any rights of subrogation for claims against the Purchaser.

17.2 The Supplier shall at the Purchaser's request provide the Purchaser with proof of such insurance coverage as well as the payment of the insurance contribution.

17.3 The Supplier's liability is not limited to the terms and conditions defined in its insurance policies and may be subject to the applicable liability laws in the relevant country.

17.4 Subject to Clause 17.5, the Purchaser's total aggregate liability to the Supplier under the Agreement shall not **exceed** the costs paid to the Supplier by the Purchaser in respect of the Goods/Services set out in the Order.

17.5 Nothing in this Agreement will operate to exclude or restrict any liability of a party:

17.5.1 that cannot be excluded or restricted in this Agreement in respect of death or personal injury under applicable Law;

17.5.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or

17.5.3 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

18. FORCE MAJEURE

18.1 Neither Party shall be liable for, nor be deemed to be in default of the Agreement, on account of any failure or delay in completion or the performance of any obligation under the Agreement due to an unforeseeable external event or circumstance which could not have been contemplated or avoided by taking reasonable preventative steps by the Parties and which are beyond the Party's reasonable control and which the Parties agree do not include any changes of Law save where such change in Law renders some or all of the activities of a Party in connection with the Agreement illegal or unlawful ("**Force Majeure**"), provided that the Party claiming hereunder shall notify the other as soon as possible specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance. Economic hardship or change in general economic conditions shall not be considered force majeure events for the purpose of this Clause 18.

18.2 If the performance by either Party of any of its obligations under the Agreement is prevented or delayed by Force Majeure:

18.2.1 for a consecutive period in excess of 5 days, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances; and

18.2.2 for a period in excess of 60 days cumulatively or consecutively, then the other Party shall in its discretion have the right Purchaser shall have the right upon notice to Supplier, without liability to Supplier, to contract with a third party to obtain replacement or substitute product or services affected by the Force Majeure event delay and to immediately terminate the Agreement upon written notice.

18.3 In the event of Force Majeure arising, Purchaser may, by notice in writing to the Supplier, cancel any deliveries of Goods or Services (and the applicable Orders or parts thereof) which in Purchaser's opinion cannot be made within a reasonable time after the due date without incurring any liability on the part of Purchaser.

19. BREACH – TERMINATION

19.1 Without prejudice to any other rights and remedies of the Purchaser under this Agreement, in the event the Supplier is in breach of its obligations under the Agreement, the Purchaser may, at its sole discretion, terminate the Agreement in whole or in part,

without any further obligation and be indemnified for any loss arising from the breach, effective twenty (20) days after receipt by the Supplier of a notice of termination, unless the Supplier has cured such default within the said twenty (20) days' period.

19.2 The Purchaser is entitled to terminate this Agreement for convenience with not less than thirty (30) days written notice to Supplier, without any penalty, liability or further obligation.

19.3 Within 7 days after termination of the Agreement for any reason (at the Supplier's cost, in case of breach of its obligations) the Supplier shall at least at the Purchaser's option, deliver to the Purchaser (or as Purchaser shall direct) all quantities of the Goods in its possession which comply with the Agreement, return to the Purchaser all documents provided to the Supplier by the Purchaser; and ensure that all documents containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods and/or the Services, the manufacture of the Goods and the provision of Services, or of a confidential nature and supplied by Purchaser to Supplier, are returned to the Purchaser or destroyed by the Supplier at Purchaser's option.

20. INDEMNIFICATION

20.1 The Supplier will indemnify the Purchaser, its parent, its Affiliates and subsidiaries and their respective parent, affiliates, employees (the "**Purchaser's Representatives**") from and against any and all losses, claims, including third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, and reasonable legal fees and expenses (collectively "**Damages**"), arising out of or related to any of the following: (i) the Supplier's breach of this Agreement; (ii) the negligence, gross negligence, bad faith, intentional or wilful misconduct of the Supplier or the Supplier's subcontractors or their respective employees or other representatives; (iii) any errors or omissions in any drawings, calculations, Packaging details or other particulars supplied by the Supplier, whether such information has been approved by the Purchaser or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by the Purchaser; (iv) bodily injury, death or damage to personal property arising out of or relating to the Supplier's performance under the Agreement; or (v) any allegation that any Goods or Services provided infringes upon a third party's rights (including without limitation patent, trademark, trade secret or copyright rights). Within thirty (30) days after receipt of notice of the commencement of any third-party legal proceedings against the Purchaser or the Purchaser's Representatives for which the Purchaser seeks indemnity in accordance with this Clause 20, the Purchaser will notify the Supplier. Upon the Purchaser's request, the Supplier will assume, at its own expense, the defense of any such third-party legal proceedings with reputable counsel reasonably acceptable to the Purchaser and is entitled to settle any such third-party legal proceedings with the Purchaser's written consent, not to be unreasonable withheld or delayed. The Purchaser, at the Supplier's cost, will reasonably cooperate with the Supplier in the defense of such action as the Supplier may reasonably request. The Supplier will pay any damages assessed against Purchaser.

20.2 The rights and remedies described herein shall be deemed to be non-exclusive, and the Parties shall have all rights, remedies and defenses available to it in any given instance at law or equity.

21. DATA PROTECTION

21.1 For the purposes of the Contract, the terms **Controller**, **Processor**, **Personal Data** and **Processing**, shall have the meanings given to them in Data Protection Law and "**Process**" shall be construed accordingly.

21.2 Both parties agree to comply with their own obligations under Data Protection Law.

21.3 To the extent that the Supplier in the performance of its obligations under the Agreement acts as Processor in respect of Personal Data where the Purchaser is the Controller of that Personal Data, the Parties shall enter into a supplemental "**Data Processing Agreement**" to ensure their compliance with Data Protection Law.

21.4 The Supplier shall indemnify the Purchaser and its Affiliates, and keep them indemnified, on demand from and against all losses incurred or suffered as a result of or in connection with Supplier's breach of this Clause 21 and Data Processing Agreement.

22. INDEPENDENT CONTRACTOR STATUS

22.1 The Parties are independent contractors with respect to each other, and nothing in this Agreement will be construed to place the Parties in the relationship of partners, joint ventures, fiduciaries or agents. Neither Party is granted any right or any authority to assume or to create an obligation or to bind the other Party.

22.2 The employment of any employee of the Supplier shall remain with the Supplier and shall not pass or otherwise transfer to the Purchaser or its Affiliates and nothing in the Agreement shall be construed or have effect as constituting any relationship of employer and employee between the Purchaser (or its Affiliates) and the employees and/or sub-contractors of the Supplier; and the Supplier acknowledges that the Purchaser has no right, power, authority or duty to select, hire, manage, discharge, supervise or direct any of the Supplier's employees, agents, subcontractors or their employees.

22.3 The Supplier will indemnify and defend the Purchaser against any claims of the Supplier's employees, agents, subcontractors or their employees alleging employment with the Purchaser.

22.4 If and to the extent that the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any other equivalent laws ("TUPE") apply or it is alleged that they apply or that they should have so applied either on or around (a) the commencement of this Agreement or the provision of any of the Services and/or (b) the termination, diminution or cessation of this Agreement or the provision of any of the Services, such that the Purchaser or its Affiliates (or a successor supplier to Supplier) incurs Employment Liabilities arising in relation to any Supplier personnel whose employment (or any claim arising out of such employment, or arising as a result of its termination) transfers or is alleged to transfer or that it should have so transferred to the Supplier (or any sub-contractor of any tier thereto), the Purchaser (or its Affiliate) or to such successor supplier, the Supplier shall indemnify the Purchaser, its Affiliates and any replacement supplier, and keep them indemnified, on demand from and against all such Employment Liabilities.

22.5 For the purposes of this Clause 22, "Employment Liabilities" means any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities incurred by, or attributed to, the Purchaser or its Affiliates (and including those incurred by or attributed to any successor supplier or sub-contractor of Purchaser), and shall include any incurred as a result of an indemnity or warranty given, or to be given, by the Purchaser or its Affiliates to, or any claim made by, a successor supplier or sub-contractor, in each case relating to the employment contracts of such Supplier personnel, or any claim under the Employment Rights Act 1996 or its equivalent piece of legislation in any other applicable jurisdiction, including in each case as may arise in connection with the dismissal of any person who may assert any TUPE related rights at any time.

23. SEVERABILITY

23.1 Should any provision of the Agreement is found to be wholly or partly invalid or unenforceable for any reason, it shall, to the extent of such invalidity, or, unenforceability be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

24. APPLICABLE LAW – JURISDICTION AND GOVERNING LAW

24.1 The Agreement (including any non-contractual disputes or claims) is governed by the laws of the country where the Purchaser's principal place of business is located. Any dispute, controversies or claims which may arise among the parties hereto out of or in relation to or in connection with this Agreement (including any non-contractual disputes or claims) shall be amicably and promptly

settled upon consultation between the Parties. If no amicable settlement is promptly found between the parties, it is hereby explicitly agreed that the dispute, controversy or claim will be irrevocably and unconditionally submitted to the exclusive jurisdiction of the courts of the country of the applicable governing law of this Agreement for determining any dispute. The Vienna Convention on the International Sale of Goods shall not be applicable.

25. MISCELLANEOUS PROVISIONS

25.1 No amendment, alteration, modification of or addition to the Agreement, and no waiver of rights or remedies there under, shall be valid or binding unless expressed in writing and signed by the Parties to be bound thereby. No failure or delay by either Party in exercising any right, power or remedy pursuant to the Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other of further exercise of it or the exercise of any other right or remedy.

25.2 Any and all warranties, provisions, rights and obligations of the Parties herein described and agreed to be performed including but not limited to obligations respecting confidentiality and indemnification, shall survive completion or termination of the Agreement.