

## TERMS AND CONDITIONS OF SALE

These are the standard terms and conditions (the “**conditions**”) referred to in the Quotation and/or Sales Order Acknowledgement provided to the Customer by the Company and/or the Order placed by the Customer with the Company (as the case may be):

1. Wherever the following expressions are used in these conditions, they shall have the meanings respectively given to them below:
  - 1.1 “**Company**” means Project Piping Materials Ltd (Company No. 12768459) having its Registered Office at 27 Old Gloucester Street, United Kingdom, WC1N 3AX (including its successors and permitted assignees);
  - 1.2 “**Customer**” means the person, firm or company who requests a quotation from or places an order with the Company for the supply of Goods (including the permitted assignees of such person, firm or company);
  - 1.3 “**Contract**” means the contract between the Company and the Customer for the sale of the Goods, which contract shall be constituted solely by (i) these conditions and (ii) the Customer’s acceptance of the Company’s quotation or the Company’s acceptance of the Customer’s order (as the case may be);
  - 1.4 “**Goods**” means the goods of the nature, specification and quantities identified in the Contract;
  - 1.5 “**Parties**” means the Company and the Customer (and “**Party**” means either of them);
  - 1.6 “**Confidential Information**” means all and any information provided to the Customer by the Company that is expressly stated to be confidential or ought to be considered confidential (however such information is conveyed or presented to the Customer and/or on whatever media such information is stored) and also includes (i) any information of the Company which, if disclosed by the Customer to a third party, would, or would be likely to, prejudice or adversely affect any commercial interest, trade secret, intellectual property right and/or know-how of the Company and (ii) any personal data to which the Data Protection Laws apply;
  - 1.7 “**Data Protection Laws**” means all applicable laws relating to data protection, the processing of personal data and/or privacy, including the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other legislation that concerns or relates to data protection, the processing of personal data and/or privacy from time to time;
  - 1.8 “**Force Majeure Event**” includes any act, event, non-occurrence, omission or accident beyond the Company’s reasonable control and includes (without limitation) the following:
    - 1.8.1 strikes, lock-outs or other industrial action;
    - 1.8.2 protestor action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, national emergency, war (whether declared or not) or threat or preparation for war;
    - 1.8.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
    - 1.8.4 restrictions on or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
    - 1.8.5 stoppages in, restrictions on or impossibility of the use of any public or private utilities (including, without limitation, supplies of electricity, water, gas and/or telecommunications);
    - 1.8.6 acts, decrees, legislation, regulations or restrictions of any government or governmental body;
    - 1.8.7 acts or omissions of the Customer or any third parties which prevent or delay the production and/or delivery of any Goods;
    - 1.8.8 pandemic or epidemic (whether declared or not).
2. The Contract shall come into existence between the Parties (and these conditions shall become binding on and enforceable by the Parties) on and from the date that (a) in the case of an order, the Company issues to the Customer a written acceptance of the Customer’s order or (b) in the case of a quotation, the Customer issues to the Company a written acceptance of the Company’s quotation (whichever is the first to occur). In the event of any conflict, inconsistency or ambiguity existing or arising between any provisions of (i) these conditions and (ii) the order placed by the Customer or the quotation issued by the Company (as the case may be), the provisions of these conditions shall, in each and every case, prevail unless the Customer is



otherwise notified in writing by the Company. If, at any time, either Party is or becomes aware of any material error or omission in any of the documents comprising the Contract, such Party will immediately notify the other Party of the relevant error or omission and the Parties shall then both use all reasonable endeavours and diligence to agree how the relevant error or omission shall be resolved.

3. The Parties acknowledge and agree that no provision of these conditions shall be construed or interpreted against, or to the disadvantage of, the Company on the grounds that these conditions represent the Company's standard or customary terms and conditions of business and, as the Parties have had the opportunity of obtaining legal advice in relation to the Contract prior to it coming into existence, no provision of the Contract shall be construed contra proferentem.
4. No express limitation, exclusion, disclaimer or other provision of the Contract shall be interpreted or construed as limiting or excluding the liability of either Party for any acts of fraud or fraudulent misrepresentation that they may commit.
5. Any quotation for Goods issued to the Customer by the Company is given on the basis (a) that a binding contract shall only come into existence in accordance with the provisions of Clause 2 and (b) the relevant quotation shall remain valid and open for written acceptance by the Customer within the period of validity specified in such quotation, which period shall be thirty (30) calendar days from the date of issue of such quotation unless the Company otherwise notifies the Customer in writing before the expiry of such period.
6. No purported variation of and/or addition to the Contract or these conditions in any document or communication of the Customer shall be binding on the Company unless and until it has been accepted as such in writing by the Company to the Customer. References in these conditions to any statute or statutory provision shall include any subordinate legislation made under it and shall 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.
7. Without prejudice to Clause 8, where a date, dates or period for the delivery of the Goods by the Company or the collection of the Goods by the Customer (as the case may be) is/are specified in the Contract and such date, dates or period is/are not replaced or extended by written agreement between the Parties (or pursuant to the provisions of Clause 19 or Clause 20) before the occurrence of such date or dates or the expiry of such period, then the Customer shall take delivery of or collect the Goods (as the case may be) by such date or dates or before the expiry of that period (as applicable) and, in respect of the Customer's obligations under this Clause 7, time is declared to be of the essence.
8. Where the quotation or the order comprised in the Contract states that the Goods (or consignments thereof) are to be delivered on or by a particular date or dates, the Company shall take reasonable steps to meet such delivery date or dates. However, the Parties acknowledge and agree that such delivery date or dates are given as estimates only and the Company shall not be liable for any loss or damage (whether direct, indirect, consequential or otherwise and howsoever arising) which may result as a consequence of any delay in the delivery of the Goods (or any of them) on or by a particular date or dates. Subject to the foregoing provisions of this Clause 8, as soon as reasonably practicable after the Company becomes aware of an actual or anticipated delay affecting any delivery date or dates, it shall notify the Customer thereof and seek to agree an alternative delivery date or dates with the Customer (in respect of which both Parties shall be obliged to act reasonably).
9. Where the quotation or the order comprised in the Contract specifies that the Goods (or any consignments of Goods) are to be collected by the Customer from the Company's premises (or from another location) on or by a particular date or dates and the Customer fails to collect such Goods (or any consignment of Goods) within fourteen (14) days of the date or dates for collection thereof specified in the relevant quotation or order, the Company may, after giving the Customer at least fourteen (14) days' notice (but without prejudice to any other right, remedy or entitlement available to the Company), resell or otherwise dispose of all or any part of the uncollected Goods and recover from the Customer, on demand, the shortfall (if any) resulting from any failure to resell such Goods at a price which is not less than the price stated in the Contract.
10. Where the Contract specifies that any details, specifications, drawings and/or other information ("**Customer's Data**") are to be supplied to the Company by the Customer in connection with the Goods, the Customer shall supply such Customer's Data to the Company in sufficient time to enable the Company to perform its obligations and complete delivery of the Goods by the date or dates for delivery identified in the Contract. The Company shall be entitled to place reliance on all or any Customer's Data supplied to it. Without prejudice to Clause 22, the Customer hereby warrants (a) the completeness and correctness of the Customer's Data and (b) that the Company's use or possession of the Customer's Data in connection with the Contract will not infringe the intellectual property rights of any third party or cause the Company to be in breach of any Data Protection Laws.
11. Notwithstanding any other provision of the Contract to the contrary, the Company shall be entitled, at its option, to supply to the Customer 10% under or over the quantity of Goods ordered from or quoted by the Company, in which event the Customer shall accept such lesser or greater quantity of Goods and pay the Company (pro rata) in respect of such lesser or greater quantity of Goods as if such lesser or greater quantity of Goods had originally been specified in the Contract.
12. Without prejudice to Clause 24, risk in and responsibility for the Goods shall pass to the Customer at the point of delivery specified in the order or quotation comprised in the Contract. Where any Goods are to be shipped and are sold F.O.B. (free on board), risk in the Goods and the responsibility of the Company for the Goods shall cease immediately upon the Goods being placed on board ship and the Company shall be under no obligation to give the Customer any notice of the type specified in section 32(3) of the Sale of Goods Act 1979.



13. Where no use for the Goods is expressly stated in the Contract, the Company is deemed not to be aware of the Customer's intended use of the Goods. All guarantees, warranties and conditions (including any conditions as to quality or fitness for any particular purpose notwithstanding that such purpose may be known or made known to the Company, but excluding these conditions) are excluded from the Contract to the fullest extent permissible by law (and the Customer hereby waives any right, remedy, claim or entitlement thereto to the fullest extent permissible by law).
14. The Company shall have no liability whatsoever for or arising out of faulty workmanship or defective materials in the Goods unless full particulars of the alleged faults or defects are given by the Customer in writing to the Company within fourteen (14) days of the date of delivery or collection of the Goods (as the case may be), in which case the relevant Goods shall be returned to the Company at the Customer's expense and, if the Company agrees that such Goods are defective because of faulty workmanship or materials the relevant Goods will be rectified or replaced by the Company (the choice as to which being for the Company to determine). The existence of defects of any kind, whether in quality, dimensions or workmanship, in any Goods shall not constitute a valid ground for the cancellation of the remainder of the order and/or the termination of the Contract by the Customer. For the avoidance of doubt, these conditions shall apply to any repaired or replacement Goods which the Company supplies to the Customer pursuant to this Clause 14.
15. The Company shall not be liable for any indirect or consequential loss or damage suffered by the Customer as a result of any defects in Goods supplied or the nondelivery of any Goods or the delayed delivery of any Goods or the unavailability of any Goods. The Company does also not accept any clauses relating to Liquidated Damages or "time is of the essence" and similar clauses.
16. No claim for damage in transit, shortage of delivery or loss of Goods shall be made unless, in the case of damage in transit or shortage of delivery, separate notices in writing are given to the carrier concerned and to the Company within seven (7) days of the Customer's receipt of the Goods or, in the case of any loss of Goods, notice in writing is given by the Customer to the carrier concerned and to the Company within fourteen (14) days of the date of delivery of the Goods in accordance with the Contract. Where any Goods are accepted by the Customer from the carrier concerned without the Goods being checked by the Customer at that time, the Customer must ensure that the delivery book of the carrier concerned is signed "not examined".
17. All special packaging that is deemed necessary or advisable by the Company to facilitate the protection of Goods during their transit may, at the Company's discretion, be charged to the Customer in addition to the price payable for such Goods (and such packaging is not returnable by the Customer).
18. Unless otherwise agreed between the Company and the Customer, the cost of carriage of all Goods delivered to a Customer will be charged to and be payable by the Customer in addition to the price payable for the Goods themselves.
19. Deliveries of Goods by the Company or collections of Goods by the Customer (if applicable) may be wholly or partially suspended by the Company (in which event the Company shall be entitled to an extension of time to perform its obligations, of a duration equivalent to the period of such suspension) in the event of any stoppage, delay or interruption of work affecting the employees or contractors of the Company or the Customer as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the reasonable control of the Company or the Customer respectively.
20. The Company shall not be liable for any failure to perform or any delay in performing any of its obligations under the Contract which is caused in whole or in part by a Force Majeure Event. The Company's obligations under the Contract shall be suspended throughout the period that a Force Majeure Event subsists and the Company shall, with effect from the date of cessation of the relevant Force Majeure Event, be entitled to an extension of time to perform its obligations (of a duration equivalent to the period of delay caused by the Force Majeure Event). In the event that any Force Majeure Event prevents the performance of the Company's obligations for a period of six (6) months or more, the Company will be entitled (at the Company's sole discretion) to make partial deliveries only to the Customer or to terminate the Contract immediately upon giving notice thereof to the Customer. Termination of the Contract in such circumstances shall be entirely without prejudice to any rights, claims, remedies or entitlements that may have accrued to either Party on or prior to the date of termination of the Contract as aforesaid.
21. If the Customer shall make default in or commit a breach of the Contract or if any process, distress or execution shall be levied upon any of the Customer's property or assets, or if the Customer shall make or offer to make any arrangement or composition with its creditors, or if the Customer commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against the Customer, or if the Customer is a limited company and any resolution or petition to wind up such company (other than for the purpose of amalgamation or reconstruction of a solvent company) shall be passed or presented, or if an administrator, liquidator or receiver of such company's undertaking, property or assets or any part thereof shall be appointed, or if any equivalent or analogous event shall occur in respect of the Customer in any jurisdiction, then the Company shall have the right forthwith to terminate the Contract by notice to the Customer, provided that any such termination shall be entirely without prejudice to any right, remedy, claim and/or entitlement that may have accrued to the Company on or prior to the date of termination of the Contract as aforesaid.
22. The Customer shall indemnify the Company, on demand, from and against all losses, claims, damages, penalties, costs, charges and/or expenses suffered or incurred by the Company as a result of any possession or use of or work done pursuant to any



Customer's Data which caused or contributed to (i) the infringement of any third party's copyright, letters patent, registered design, moral rights or other intellectual property rights or (ii) a breach of any Data Protection Laws.

23. All quotations issued to the Customer by the Company are given strictly on a net cash basis. Unless other contract specific payment terms are agreed in writing then payment by the Customer for Goods sold pursuant to the Contract shall be made in full to the Company (together with all VAT payable thereon) by the date (the "**due date**") occurring fourteen (14) days from the last day of the calendar month immediately following the date of delivery or collection of the Goods (as the case may be) and if the Goods are to be delivered or collected (as the case may be) in two or more consignments then:-
- (a) payment for each consignment of Goods shall be made in full by the Customer (together with all VAT payable thereon) by the date occurring fourteen (14) days after the date of delivery or collection (as the case may be) of the relevant consignment;
  - (b) if full payment for the Goods or the relevant consignment of Goods is not received by the Company by the applicable due date then the Customer shall also pay to the Company interest on the unpaid sum (or on the unpaid instalment or unpaid balance thereof, as the case may be) at the rate of 15% per annum from the applicable date of delivery or collection to the date of actual payment thereof in full by the Customer, whether before or after judgment (which the Parties agree constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998);
  - (c) all late payment interest payable by the Customer pursuant to this Clause 23 shall accrue on a daily basis and the Customer shall pay such interest to the Company together with the overdue sum to which it relates;
  - (d) the Parties agree that receipt by the Company of the sums payable by the Customer in respect of each consignment of Goods by the due date applicable thereto (together with all VAT and, if applicable, the late payment interest payable thereon) shall be a condition precedent to any future deliveries of Goods by the Company and/or any future collections of Goods by the Customer (as the case may be); and
  - (e) if any payment to be made the Customer under the Contract (together with all VAT payable thereon) is not received by the Company by the due date applicable thereto, the Company may terminate the Contract on giving notice thereof to the Customer (which termination shall take effect on and from the date of service of such notice) but such termination shall be entirely without prejudice to any rights, claims, remedies or entitlements that may have accrued to the Company on or prior to the date of such termination.
24. Ownership of the Goods shall not of pass to the Customer unless and until the price payable for the Goods and all other sums that, pursuant to these conditions, become payable by the Customer to the Company in respect of the Goods (together with all unpaid sums owed to the Company by the Customer in respect of goods which are the subject of any other contract between the Parties) have been paid to and received by the Company in full. The Customer acknowledges and agrees that, until the date that ownership of the Goods passes from the Company to the Customer pursuant to this Clause 24, the Customer is in possession of such Goods as bailee or trustee for the Company and that until the date that ownership of the Goods passes to the Customer as aforesaid, the Customer will hold the Goods to the order of the Company and store the Goods on the Customer's premises separately from the Customer's own property and/or that of any other person (and in a manner which makes the Goods readily identifiable as the property of the Company), provided always that, until ownership of the Goods passes to the Customer as aforesaid, (a) the Customer shall hold harmless and indemnify the Company (and keep the Company indemnified) on demand in respect of any loss of or damage caused to the Goods at any time after they have been delivered to or collected by the Customer (as the case may be);(b) if, notwithstanding the foregoing provisions of this Clause 24, the Customer sells the Goods or any of them to any third party, the Customer shall hold the net proceeds of such sale as trustee for and on behalf of the Company until the price of the Goods and all other sums payable to the Company under the Contract have been received by the Company in full and (c) if the Customer shall make default in any payment due to the Company under the Contract then (without prejudice to any other rights or remedies to which the Company may be entitled) the Company may, for the purpose of making recovery of its Goods, enter upon any premises where the Goods are stored and forthwith take possession of and remove such Goods.
25. The Company shall not under any circumstances be liable to the Customer for any damage, loss or expense whatsoever arising directly or indirectly from any defects in any Goods supplied but not manufactured by the Company, but the Company will at the request and expense of the Customer take such steps as are reasonable in order to obtain for the Customer the benefit of any condition, warranty or guarantee given by the manufacturers of the Goods and to which the Customer may be entitled.
26. The performance by the Company of its obligations under the Contract is subject to (a) the Company receiving or renewing any necessary licence, authorisation, permission or rights that may be required in order for the Company to lawfully purchase and/or use any of the materials required in the manufacture or preparation of the Goods and (b) the Company being able to obtain such materials at economic cost and on commercially reasonable terms.
27. All orders that are accepted by the Company are accepted on condition that, notwithstanding the value of the Customer's order, the Company may make a minimum charge to the Customer of £50.00 net per order together with, in each case, the costs of carriage and VAT, which sums shall be paid by the Customer to the Company, in addition to the price for the Goods, by the due date applicable thereto.



28. All prices quoted and offers made by or on behalf of the Company are based on the cost of labour, materials and overheads at the date of the quotation or offer by the Company and the Company may, at any time prior to or at the time of actual supply of the Goods, amend the price of any item of Goods by the amount of any increase in the cost of labour, materials or overheads forming part of the cost to the Company of producing and supplying such Goods.
29. If the Company quotes a price for the supply of a specified quantity of any Goods, the Company may, in its absolute discretion, decline to accept an order for any lesser quantity of such Goods.
30. Unless otherwise agreed in writing by the Company, the Customer shall not be entitled to cancel any order for any reason other than a fundamental breach of the Contract by the Company and, if the Company agrees to accept cancellation of an order otherwise than because of a fundamental breach of the Contract by the Company, the Company shall (at the option of the Company) be compensated by the Customer, by way of a "cancellation charge", in respect of the costs and expenses incurred by the Company in connection with the order and its cancellation, together with an amount in respect of the loss of profit suffered by the Company as a result of such cancellation (collectively the "**Cancellation Charge**") which shall be determined by the Company, acting reasonably, and then notified in writing to the Customer. The Customer shall pay the relevant Cancellation Charge to the Company within thirty (30) days of the date of service of the Company's notice to the Customer as aforesaid, failing which interest at the rate specified in Clause 23 shall accrue and be payable in addition to the Cancellation Charge until all outstanding sums are paid in full by the Customer to the Company.
31. All quotations and prices given by the Company are stated in Pounds (£) Sterling and exclusive of Value Added Tax ("**VAT**"). An amount corresponding to the VAT payable thereon, at the rate of VAT applicable on the date of despatch of the Goods, will be added to the price(s) payable by the Customer and be shown as such in the Company's invoice(s) to the Customer.
32. The Customer may not transfer, assign or charge any of its rights or obligations under the Contract to any other person without the Company's prior written consent (which consent may be granted or withheld entirely at the Company's discretion). The Company shall be free to transfer, assign, sub-contract and/or charge all or any of its rights and obligations under the Contract to any third party (subject to giving notice thereof to the Customer) but this will not affect either Party's rights under the Contract.
33. For the purposes of the Contract, all notices to be sent by the Customer to the Company shall be in writing and be sent by post to the Registered Office of the Company from time to time. The Company may give notice to the Customer at either the e-mail address or postal address provided by the Customer in the order or in the Customer's acceptance of the quotation (as applicable). Notices will be deemed received and properly served twenty-four (24) hours after an e-mail is sent or three (3) days after the date of posting of any letter. In proving service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.
34. If any provision of the Contract shall be declared to be invalid, unenforceable or illegal by the courts, the Parties agree that such provision may be severed from the Contract and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of the Contract.
35. If the Company fails, at any time while the Contract is in force, to insist that the Customer performs any of its obligations under the Contract, or if the Company does not exercise any of its rights or remedies under the Contract, that will not mean that the Company has waived such rights or remedies and will not mean that the Customer does not have to comply with those obligations. If the Company does waive a default by the Customer, that will not mean that the Company will automatically waive any subsequent default by the Customer. No waiver by the Company of any of these conditions shall be effective unless the Company expressly states that it is a waiver and gives written notice thereof to the Customer.
36. Notwithstanding any other provision of the Contract, the maximum aggregate liability of the Company to the Customer under or pursuant to the Contract (and under any order accepted or quotation issued further to it) shall not exceed a sum equal to the price stated in the Contract on the date of the Contract coming into force pursuant to Clause 2.
37. The Customer shall not, without the Company's prior written permission, disclose to any other person any Confidential Information and the Customer shall not exploit or permit the exploitation of any such Confidential Information for the Customer's own benefit and/or for the benefit of any other person. Wherever requested to do so in writing by the Company at any time, the Customer shall (a) immediately return all Confidential Information held by it to the Company and (b) confirm to the Company in writing that no Confidential Information has been retained by the Customer or disclosed by it to any other person. The Customer shall take all reasonable steps to ensure that such of its employees, agents and contractors (and any other persons for whom the Customer is responsible at law) who are in receipt of or are able to view any Confidential Information are similarly bound by confidentiality obligations equivalent to those appearing in this Clause 37.
38. The Customer shall not (and shall ensure that the Customer's employees, agents, contractors and others for whom the Customer is responsible at law shall not) commit or permit the committing of any act or omission which causes or could cause the Customer and/or the Company to breach or commit an offence under (i) any laws relating to anti-bribery and/or anti-corruption or (ii) any laws relating to anti-slavery and human trafficking or (iii) any Data Protection Laws and the Customer shall indemnify and hold harmless the Company in respect of all losses, damages, costs, charges and other liability suffered or



incurred by the Company as a consequence of any breach by the Customer (or any of its foresaids) of the Customer's obligations under this Clause 38.

39. Subject to Clause 32, any person who is not Party to the Contract shall not have any rights under or in connection with the Contract under or pursuant to the Contracts (Rights of Third Parties) Act 1999.
40. These conditions, the Contract and all matters arising herefrom (including, without limitation, any contractual or non-contractual obligation) shall be subject to and construed in accordance with English law and the Parties agree to submit to the non-exclusive jurisdiction of the English courts.

Dated: 25<sup>th</sup> March 2023



## CONDITIONS OF PURCHASE

The Contract, including all of the documents and policies referenced herein, constitutes the entire agreement between the parties and supersedes and cancels all previous and contemporaneous registrations, agreements, terms & conditions, commitments and writings.

These are the standard terms and conditions (the “**conditions**”) referred to in the Order placed by the Company with the Seller (which conditions shall also apply to each quotation submitted by the Seller that is accepted by the Company):

1. Wherever the following expressions are used in these conditions, they shall have the meanings respectively given to them below:
  - 1.1 “**Company**” means Project Piping Materials Ltd (Company No. 12768459) having its Registered Office at 27 Old Gloucester Street, United Kingdom, WC1N 3AX (including its successors and permitted assignees);
  - 1.2 “**Seller**” means the person, firm or company the person from whom the Company orders the Goods;
  - 1.3 “**Contract**” means the contract between the Company and the Seller for the purchase of the Goods, which contract shall be constituted solely by (i) these conditions and (ii) the Company’s Order for the Goods and the Seller’s acceptance thereof or the Seller’s quotation and the Company’s acceptance thereof (as the case may be) (and, for the avoidance of doubt, the Seller’s delivery of the Goods will be deemed to constitute conclusive evidence of the Seller’s acceptance of the these conditions);
  - 1.4 “**Goods**” means the goods of the nature, specification and quantities identified in the Contract;
  - 1.5 “**Order**” means any purchase order submitted to the Seller by the Company;
  - 1.6 “**Parties**” means the Company and the Seller (and “**Party**” means either of them);
  - 1.7 “**Price**” means the price set out in the relevant Order or Seller’s quotation (as the case may be) comprised in the Contract (and “**Prices**” shall be construed accordingly);
  - 1.8 “**Confidential Information**” means all and any information provided to the Seller by the Company that is expressly stated to be confidential or ought to be considered confidential (however such information is conveyed or presented to the Seller and/or on whatever media such information is stored) and also includes (i) any information of the Company which, if disclosed by the Seller to a third party, would, or would be likely to, prejudice or adversely affect any commercial interest, 2 trade secret, intellectual property right and/or know-how of the Company and (ii) any personal data to which any of the Data Protection Laws apply;
  - 1.9 “**Data Protection Laws**” means all applicable laws relating to data protection, the processing of personal data and/or privacy, including the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other legislation that concerns or relates to data protection, the processing of personal data and/or privacy from time to time;
  - 1.10 “**Delivery Point**” means the address or location where delivery of the Goods is to take place under Clause 12 (as specified in the relevant Order or Seller’s quotation (as the case may be) comprised in the Contract);
  - 1.11 “**Force Majeure Event**” includes any act, event, non-occurrence, omission or accident beyond a Party’s reasonable control and includes the following:
    - 1.11.1 protestor action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, national emergency, war (whether declared or not) or threat or preparation for war;
    - 1.11.2 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
    - 1.11.3 governmental restrictions on or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
    - 1.11.4 acts, decrees, legislation, regulations or restrictions of any government or governmental body.
2. The Contract shall come into existence between the Parties (and these conditions shall become binding on and enforceable by the Parties) on and from the date that (a) in the case of an Order of the Company, the Seller issues a written acceptance of the relevant Order or (b) in the case of a quotation of the Seller, the Company issues to the Seller a written acceptance of the Seller’s quotation (whichever is the first to occur). In the event of any conflict, inconsistency or ambiguity existing or arising between any provisions of (i) these conditions and (ii) the relevant Order placed by the Company or the relevant quotation issued by the Seller (as the case may be), the provisions of these conditions shall, in each and every case, prevail unless the Seller is otherwise notified in writing by the Company. If, at any time, either Party is or becomes aware of any material error or omission in any of the documents comprising the Contract, such Party will immediately notify the other Party of the relevant error or omission and the Parties shall then both use all reasonable endeavours and diligence to agree how the relevant error or omission shall be resolved.



3. The Parties acknowledge and agree that no provision of these conditions shall be construed or interpreted against, or to the disadvantage of, the Company on the grounds that these conditions represent the Company's standard or customary terms and conditions of business and, as the Parties have had the opportunity of obtaining legal advice in relation to the Contract prior to it coming into existence, no provision of the Contract shall be construed contra proferentem.
4. No express limitation, exclusion, disclaimer or other provision of the Contract shall be interpreted or construed as limiting or excluding the liability of either Party for any acts of fraud or fraudulent misrepresentation that they may commit.
5. The Parties respectively acknowledge and agree that (a) any Order for Goods issued by the Company to the Seller is given on the basis that a binding contract shall only come into existence in accordance with the provisions of Clause 2 and (b) any quotation issued by the Seller shall remain valid and open for written acceptance by the Company within the period of validity specified in such quotation, which period shall be not less than thirty (30) days from the date of issue of such quotation to the Company.
6. No purported variation of and/or addition to the Contract or these conditions in any document or communication of the Seller shall be binding on the Company unless and until it has been accepted as such in writing by the Company to the Seller. References in these conditions to any statute or statutory provision shall include any subordinate legislation made under it and shall 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.
7. Where a date for delivery or period for delivery of the Goods by the Seller is specified in the Contract and such date or period is not replaced or extended by written agreement between the Parties (or pursuant to the provisions of Clause 21 or Clause 22) before the occurrence of such date of delivery or the expiry of such period for delivery, the Seller shall deliver the Goods to the designated Delivery Point on or before such date or before the expiry of that period (as applicable) and, in respect of the Seller's obligations under this Clause 7, time is declared to be of the essence.
8. The following provisions apply to the Goods to be supplied by the Seller under the Contract:
  - 8.1 The quantity and description of the Goods to be delivered by the Seller will be as set out in the relevant Order or quotation (as the case may be) comprised in the Contract and/or in any applicable specification supplied or advised by either Party to the other before the date that the Contract comes into effect pursuant to Clause 2.
  - 8.2 The Seller will comply with all applicable standards, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
  - 8.3 The Company will have the right to inspect and test the Goods (at their place of manufacture, fabrication, assembly and/or storage) at any time prior to their delivery by the Seller, subject to the Company giving prior notice to the Seller. The Seller will not unreasonably refuse any request by the Company to carry out any such inspection and testing of the Goods (or any of them) and will provide the Company and its representatives with all such facilities and assistance as are reasonably required by the Company to undertake such inspection(s).
  - 8.4 If, as the result of any inspection or testing of Goods undertaken by or on behalf of the Company pursuant to Clause 8.3, the Company is not satisfied that the Goods will comply in all respects with the Contract and the Company so informs the Seller within thirty (30) days of such inspection or testing, the Seller will (at its own expense) take all steps necessary to ensure the compliance of the Goods with the Contract. Without prejudice to any other rights or entitlements of the Company under the Contract, any failure by the Seller to fulfil this obligation will be deemed to be a material breach of the Contract by the Seller entitling the Company to immediately terminate the Contract under Clause 24.
  - 8.5 Notwithstanding any such inspection or testing of Goods by or on behalf of the Company, the Seller will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Seller's obligations under the Contract. 8.6 The Seller acknowledges that precise conformity of the Goods with the provisions of the Contract is of the essence of the Contract and the Company will be entitled to reject the Goods (or any of them) or terminate the Contract under Clause 24 if the Goods (or any of them) are not in full conformity with the provisions of the Contract in any respect whatsoever. Any breach by the Seller of this Clause 8.6 is deemed to be a material breach of the Contract by the Seller entitling the Company to immediately terminate the Contract under Clause 24.
  - 8.7 The Company may at any time make changes in writing relating to any Order, including, without limitation, changes in the Goods' specifications, method of shipment, quantities, packing and/or time, manner or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract by the Seller an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by the Company in writing before the Seller proceeds to implement such changes.
  - 8.8 In respect of the Goods the Seller will maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of the Company, its customs, relevant British Standards, applicable Eurocodes, statutory requirements and regulatory bodies.
  - 8.9 Save where the purpose for which the Goods are to be used is specified in the relevant Order or Seller's quotation (as the case may be) comprised in the Contract, it is the responsibility of the Seller to acquaint itself with the purposes for which the Goods supplied are to be used.



9. The following provisions of this Clause 9 apply to the Price(s) payable for the Goods:
  - 9.1 Subject to Clause 9.2, the only monies to be paid by the Company in connection with the supply of the Goods is the Price or (as the case may be) the Prices, which shall be deemed to be inclusive of all costs and expenses incurred by the Seller including all packaging, insurance, carriage and delivery costs.
  - 9.2 Any sum payable under the Contract is exclusive of Value Added Tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) ("VAT") which VAT shall be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying Party of a valid VAT invoice.
  - 9.3 The Seller shall not be entitled to increase the Prices in any circumstances without the prior written approval of the Company.
  - 9.4 If the Seller fails to deliver the Goods (or any of them) in accordance with Clause 12 and the relevant Order or Seller's quotation (as the case may be) comprised in the Contract, the Seller shall, without prejudice to any other right, remedy or entitlement of or available to the Company, at the Company's option, pay to the Company liquidated damages at a rate equal to two percent (2%) of the aggregate Price payable in respect of the undelivered Goods for each day or part thereof that delivery of the Goods is delayed. The Parties respectively acknowledge and agree that such liquidated damages represent a reasonable and genuine pre-estimate of the loss that the Company is likely to suffer as a result of the delayed delivery of Goods by the Seller, subject to the maximum liquidated damages payable under this Clause 9.4 not exceeding a sum equal in aggregate to ten percent (10%) of the total Price payable for the Goods.
10. The following provisions of this Clause 10 apply to payment for the Goods:
  - 10.1 Subject to the Seller performing its obligations in accordance with the terms of the Contract, the Company shall pay the Price(s) to the Seller in accordance with this Clause 10.
  - 10.2 The Seller shall invoice the Company for the Prices for the Goods following delivery of the Goods in accordance with Clause 12.
  - 10.3 Each invoice shall (a) be a valid VAT invoice containing the following minimum information: the date and number of the Seller's invoice, the Seller's VAT registration number, the nature, quantity and Price(s) applicable to the Goods to which the invoice relates and the amount of VAT payable on the total Price for the Goods and (b) be sent to the Company at the address set out below (or such other address and/or individual as may be notified by the Company to the Seller from time to time).
  - 10.4 Subject to Clause 10.6, each invoice of the Seller shall be payable by the Company by the end of the calendar month following the month in which the Seller's invoice is received by the Company. All payments under the Contract shall be made in pounds (£) Sterling.
  - 10.5 Notwithstanding any purported contrary appropriation by the Seller, the Company shall be entitled, by giving written notice to the Seller, to appropriate any payment by the Company to any invoice issued by the Seller.
  - 10.6 The Company shall be entitled to set-off any liability which the Seller owes to the Company against any liability which it owes to the Seller, whether such liability is present or future, liquidated or unliquidated, under the Contract or under any other contract between the Parties or other cause of action and irrespective of the currency of its denomination.
  - 10.7 Subject to Clause 10.6, if any sum payable under the Contract is not paid on or before its due date for payment, the Seller shall be entitled to charge the Company interest on that sum at two percent (2%) per annum above the base rate from time to time of the Bank of England from the due date for payment until the date of actual payment (whether before or after judgment), such interest to accrue on a daily basis. The Parties respectively acknowledge and agree that the provisions of this Clause 10.7 constitute a substantial remedy for late payment of any sum payable under the Contract for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
  - 10.8 No payment made by the Company to the Seller, whether under the Contract or otherwise, shall constitute acceptance by the Company of the Goods or extinguish the Seller's liability or otherwise prejudice any rights, remedies or entitlements which the Company may have against the Seller including the right of the Company to recover any amount overpaid or wrongfully paid to the Seller.
11. Save where expressly stated in the Order or Seller's quotation (as the case may be) comprised in the Contract, the Seller may not deliver the Goods by separate consignments or invoice the Price for a consignment separately. If the Company agrees to the delivery of consignments of the Goods, the Contract will be construed as a separate Contract in respect of each consignment, and without prejudice to any other right or remedy available to the Company, the Company will have the right, but not the obligation, to:
  - 11.1 treat the Contract as repudiated if the Seller fails to deliver any consignment; and
  - 11.2 reject any or all of the instalments if the Company is entitled to reject any one consignment.
12. The following provisions of this Clause 12 apply to delivery of the Goods by the Seller:



- 12.1 The Goods will be delivered (carriage paid) to the Delivery Point stated on the Order or Seller's quotation (as the case may be) comprised in the Contract. At the Delivery Point, the Seller will off-load the Goods at its own risk as directed by the Company.
- 12.2 The Goods will be delivered during the Company's normal office hours on the date for delivery or within the period specified in the relevant Order or Seller's quotation (as the case may be) comprised in the Contract, or if no such period is specified then within thirty (30) days of the date of the Contract. The time for delivery is declared to be of the essence.
- 12.3 The Seller will ensure that:
  - 12.3.1 the Goods are marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier and properly packed and stored so as to reach their destination in an undamaged condition;
  - 12.3.2 each delivery of Goods is accompanied by a prominently displayed delivery note which shows, inter alia, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered;
  - 12.3.3 before delivery the Company is provided in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Company will rely on the supply of such information from the Seller in order to satisfy its own obligations under the Health and Safety at Work etc Act 1974 and any other relevant legislation; and
  - 12.3.4 the Company is supplied on delivery of the Goods with all operating and safety instructions, warning notices clearly displayed and other information as may be necessary for their proper use, maintenance and repair for the Company to accept delivery of the Goods.
- 12.4 The Company reserves the right to mark the Goods immediately on delivery. This is undertaken for the purposes of security and the Company will not be deemed to have accepted the Goods by reason of this nor will the Seller be entitled to raise an objection on this ground to any subsequent rejection of the Goods.
- 12.5 No Goods supplied by the Seller earlier than the date for delivery under the Contract, will be accepted or paid for unless the Company notifies the Seller in writing of its intention to accept and pay for the same.
- 12.6 Without prejudice to the Company's other rights under the Contract, if the Goods are delivered to the Company in excess of the quantities contracted for, the Company will be entitled to retain but will not be bound to pay for such excess.
- 12.7 The Company will not be deemed to have accepted the Goods until it has had a period of seven (7) days to inspect them following the date of delivery thereof. The Company will also have the right to reject the Goods by giving notice thereof to the Seller (as though the Goods had not been accepted by the Company) a period of seven (7) days after any latent defect in the Goods has become apparent.
13. The Company authorises the Seller to use the Intellectual Property Rights of the Company for the purposes only of exercising its rights and performing its obligations under the Contract, provided that the Seller will have no other rights whatsoever in respect of the Intellectual Property Rights of the Company. The Seller warrants that neither the Goods, nor their use, resale or importation, infringes the Intellectual Property Rights of any third party except to the extent that any infringements or alleged infringements concern or arise from any specifications, drawings, samples or descriptions provided to the Seller by the Company pursuant to the Contract.
14. The Seller warrants, represents and undertakes to the Company that the Goods:
  - 14.1 will be of satisfactory quality within the meaning of the Sale of Goods Act 1979, and fit for any purpose held out by the Seller or made known to the Seller at or prior to the Contract being formed;
  - 14.2 will be free from defects in design, material and workmanship;
  - 14.3 will correspond in every respect with any specifications, drawings, samples or descriptions provided to the Seller by the Company;
  - 14.4 will comply with all statutory requirements, regulations and voluntary codes of conduct relating to the Goods and their sale and supply;
  - 14.5 will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health;
  - 14.6 will be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with the Contract; and
  - 14.7 will be performed to such standards of quality generally observed in the industry for similar services.
15. Without prejudice to any other rights or remedies of the Company (whether express or implied), if the Seller breaches any terms of the Contract (including a failure or delay in delivery) or the Company terminates the Contract in accordance with its



terms then the Company shall be entitled (but will not be obliged) to do any of the following (whether or not any of the Goods have been accepted by it):

- 15.1 cancel any or all remaining consignments if the Contract has not already been terminated;
  - 15.2 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
  - 15.3 recover from the Seller any additional expenditure reasonably incurred by the Company in obtaining the Goods in substitution from another supplier;
  - 15.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's breach of the Contract or failure to deliver the Goods on the due date or at all; and/or
  - 15.5 during a period of twenty-four (24) months from the date of delivery, in respect of any Goods which do not conform with the provisions of Clause 14, require the Seller, at the Company's option, forthwith to replace or repair such Goods free of charge and any repaired or replaced Goods will be guaranteed on the terms of this Clause 15.5 for the unexpired portion of such twenty-four (24) month period.
16. The Seller shall indemnify, keep indemnified and hold harmless the Company in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which the Company incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Seller's obligations under the Contract, provided that this Clause 16 will not apply to any breach or failure to perform or defect or delay in performance or negligent performance of Clause 33.
  17. Where the Contract specifies that any manufacturer's instructions, guidance, specifications, drawings and/or other information in respect of the Goods ("Seller's Data") are to be supplied to the Company by the Seller in connection with the Goods, the Seller shall supply such Seller's Data to the Company on or before the date of delivery of the Goods under the Contract. The Company shall be entitled to place reliance on all or any Seller's Data supplied to it. Without prejudice to Clause 14, the Seller hereby warrants (a) the completeness and correctness of the Seller's Data and (b) that the Company's use or possession of the Seller's Data in connection with the Goods will not infringe the Intellectual Property Rights of any third party or cause the Company to be in breach of any Data Protection Laws. Without prejudice to the foregoing, the Seller will promptly notify the Company in writing if, in the performance of the Contract, it identifies any areas of actual or potential non-compliance with the Data Protection Laws.
  18. Risk in and responsibility for the Goods shall pass from the Seller to the Company at the Delivery Point.
  19. All specifications, materials, equipment, tools, dies, moulds and/or hard copy or electronic data (as the case may be) supplied by the Company to the Seller in connection with to the Contract will at all times:
    - 19.1 be and remain the exclusive property of the Company;
    - 19.2 be held by the Seller in safe custody at its own risk;
    - 19.3 be maintained and kept in good condition by the Seller until it is returned to the Company;
    - 19.4 not be disposed of other than in accordance with the Company's written instructions; and
    - 19.5 not be used by the Seller otherwise than as authorised by the Company in writing.
  20. Without prejudice to any other right of termination contained in the Contract, the Company is entitled to cancel the Contract, in whole or in part, by giving written notice thereof to the Seller at any time prior to the date of delivery of the Goods or any consignment thereof, in which event the Company's sole liability hereunder will be to pay to the Seller fair and reasonable compensation for work-in-progress at the date of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
  21. A Party shall not be in breach of the Contract or otherwise be liable to the other Party for any failure by it to perform or delay in performing its obligations under 11 the Contract to the extent that such failure or delay is due to the occurrence of a Force Majeure Event and, where the affected Party is the Seller:
    - 21.1 the impact of that Force Majeure Event could not have reasonably been avoided or prevented by the Seller; and
    - 21.2 the Seller has complied with the provisions of Clause 22.
  22. If a Force Majeure Event occurs which affects the Seller's performance of any of its obligations under the Contract, the Seller shall:
    - 22.1 promptly upon becoming aware of the occurrence of a Force Majeure Event give written notice thereof to the Company setting out details of the nature, extent and anticipated duration of the relevant Force Majeure Event, the expected impact of such Force Majeure Event on its ability to perform its obligations and the steps it is taking;



- 22.2 use all reasonable endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the affected obligations notwithstanding the occurrence of the Force Majeure Event;
- 22.3 keep the Company informed of all developments relating to the Force Majeure Event and the steps being taken by the Seller in respect thereof; and
- 22.4 continue to perform all of the Seller's obligations under the Contract the performance of which are not affected by the Force Majeure Event. For the avoidance of doubt, the Company shall not be in breach of the Contract or otherwise be liable to the Seller for any failure of the Company to perform or delay in performing its obligations under the Contract to the extent that this is due to a Force Majeure Event affecting it or the Seller.
- 23. In the event that any Force Majeure Event prevents the performance of either Party's obligations for a continuous period of six (6) months or more, either Party may terminate the Contract immediately upon giving notice thereof to the other Party. Termination of the Contract in such circumstances shall be entirely without prejudice to any rights, claims, remedies or entitlements that may have accrued to either Party on or prior to the date of termination of the Contract as aforesaid.
- 24. If the Seller shall make default in or commit a breach of the Contract or if any process, distress or execution shall be levied upon any of the Seller's property or assets, or if the Seller shall make or offer to make any arrangement or composition with its creditors, or if the Seller commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against the Seller, or if the Seller is a limited company and any resolution or petition to wind up such company (other than for the purpose of amalgamation or reconstruction of a solvent company) shall be passed or presented, or if an administrator, liquidator or receiver of such company's undertaking, property or assets or any part thereof shall be appointed, or if any equivalent or analogous event shall occur in respect of the Seller in any jurisdiction, then the Company shall have the right forthwith to terminate the Contract by notice to the Seller, provided that any such termination shall be entirely without prejudice to any right, remedy, claim and/or entitlement that may have accrued to the Company on or prior to the date of termination of the Contract as aforesaid.
- 25. The Company's rights and remedies set out in these conditions and elsewhere in the Contract are in addition to and not exclusive of any rights and remedies provided by law.
- 26. Time shall be of the essence in respect of all dates, periods and timescales with which the Seller is required to comply under the Contract and any dates, periods and timescales which may be substituted for them by the agreement in writing of the Parties. Time shall not be of the essence in respect of any obligation with which the Company is required to comply under the Contract.
- 27. The Seller may not transfer, assign or charge any of its rights or obligations under the Contract to any other person without the Company's prior written consent (which consent may be granted or withheld entirely at the Company's discretion). The Company shall be free to transfer, assign and/or charge all or any of its rights and obligations under the Contract to any third party (subject to giving notice thereof to the Seller) but this will not affect either Party's rights under the Contract.
- 28. For the purposes of the Contract, all notices to be sent by the Seller to the Company shall be in writing and be sent by post to the Registered Office of the Company from time to time. The Company may give notice to the Seller at the Registered Office of the Seller from time to time or, where applicable, at the email address or postal address provided by the Seller in the Seller's quotation comprised in the Contract. Notices will be deemed received and properly served twenty-four (24) hours after an e-mail is sent or three (3) days after the date of posting of any letter. In proving service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.
- 29. If any provision of the Contract shall be declared to be invalid, unenforceable or illegal by the courts, the Parties agree that such provision may be severed from the Contract and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of the Contract.
- 30. If the Company fails, at any time while the Contract is in force, to insist that the Seller performs any of its obligations under the Contract, or if the Company does not exercise any of its rights or remedies under the Contract, that will not mean that the Company has waived such rights or remedies and will not mean that the Seller does not have to comply with those obligations. If the Company does waive a default by the Seller, that will not mean that the Company will automatically waive any subsequent default by the Seller. No waiver by the Company of any of these conditions shall be effective unless the Company expressly states that it is a waiver and gives written notice thereof to the Seller.
- 31. Notwithstanding any other provision of the Contract, the maximum aggregate liability of the Company under or pursuant to the Contract (and under any Order or Seller's quotation forming part of the Contract) shall not exceed a sum equal to the aggregate Price(s) stated in the Contract on the date of the Contract coming into force pursuant to Clause 2.
- 32. The Seller shall not, without the Company's prior written permission, disclose to any other person any Confidential Information and the Seller shall not exploit or permit the exploitation of any such Confidential Information for the Seller's own benefit and/or for the benefit of any third party. Wherever requested to do so in writing by the Company at any time, the Seller shall (a) immediately return all Confidential Information held by it to the Company and (b) confirm to the Company in writing that no Confidential Information has been retained by the Seller or disclosed by it to any other person. The Seller shall take all reasonable steps to ensure that such of its employees, agents and contractors (and any other persons for whom the Seller is



responsible at law) who are in receipt of or are able to view any Confidential Information are similarly bound by confidentiality obligations equivalent to those appearing in this Clause 32.

33. The Seller shall not (and shall ensure that the Seller's employees, agents, contractors and others for whom the Seller is responsible at law shall not) commit or permit the committing of any act or omission which causes or could cause the Seller and/or the Company to breach or commit an offence under (i) any laws relating to anti-bribery and/or anti-corruption or (ii) any laws relating to antislavery and human trafficking or (iii) any Data Protection Laws and the Seller shall indemnify and hold harmless the Company in respect of all losses, damages, costs, charges and other liability suffered or incurred by the Company as a consequence of any breach by the Seller (or any of its forebears) of the Seller's obligations under this Clause 33.
34. Subject to Clause 27, any person who is not Party to the Contract shall not have any rights under or in connection with the Contract under or pursuant to the Contracts (Rights of Third Parties) Act 1999.
35. These conditions, the Contract and all matters arising herefrom (including, without limitation, any contractual or non-contractual obligation) shall be subject to and construed in accordance with English law and the Parties agree to submit to the non-exclusive jurisdiction of the English courts.

Dated: 8<sup>th</sup> March 2023