

Terms and Conditions for Supply of Goods and Performance of Services

1 Contract

- 1.1 The following documents shall form the "Contract": (a) Company's purchase order ("Order"); (b) these terms and conditions ("Conditions"); and (c) any other document expressly incorporated either by reference in or as attached to the Order. These documents shall be read as one document, the contents of which, in the event of ambiguity or contradiction, shall be given precedence in the order listed above.
- 1.2 The Order sent by "Company" to "Contractor", as such parties are more particularly identified in the Order, shall be an offer by Company for Contractor to carry out the Work. This offer shall not be accepted until whichever is the earlier to occur of receipt by Company of Contractor's written acceptance or the carrying out of any part of the Work by any member of Contractor Group, which shall constitute unconditional acceptance.
- 1.3 The Contract shall be effective from the date of acceptance as determined in accordance with the foregoing or such other date as agreed by the parties as set out in the Order ("Effective Date") and shall continue in effect for so long as the parties continue to have any rights, liabilities or obligations under the Contract.
- 1.4 Except as expressly provided in the Order, these are the only terms and conditions on which Company shall contract with Contractor for the Work to the exclusion of all other terms or conditions.

2 Definitions

"Affiliate" means any subsidiary or holding company of any company or any other subsidiary of such holding company. For the purposes of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 of the Companies Act 2006;

"Applicable Laws" means all applicable laws (including Compliance Laws), statutes, statutory instruments, bye-laws, directives, regulations, ordinances, orders, decrees, rules, codes, codes of practice, guidance, guidelines and any other requirement of any authority, agency or regulatory body with jurisdiction over Company Group, Contractor Group, the Work, the Worksite or any matter arising under the Contract;

"Claim" means claims, liens, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including without limitation legal costs and expense) or causes of action, of whatever nature including those made or enjoyed by dependants, heirs, claimants, executors, administrators or survivors;

"Company Group" means Company and its Affiliates, Company's other contractors and subcontractors (of any tier) and the respective directors, officers and employees, consultants and agency personnel of all of the foregoing, but shall not include any member of the Contractor Group.

"Compliance Laws" means all Applicable Laws relating to ethical behaviour including bribery, corruption, money laundering, fraud or similar activities; trade, economic and financial sanctions, anti-boycott and export control, modern slavery and any other laws designed to improve or control behaviour and ethics;

"Consequential Loss" means (i) indirect or consequential loss under the governing law of the Contract; and (ii) loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any) whether direct or indirect, to the extent that these are not included in (i), whether or not foreseeable at the Effective Date.

"Contractor Group" means Contractor and its Affiliates, Contractor's other contractors and subcontractors (of any tier) and the respective directors, officers and employees, consultants and agency personnel of all of the foregoing;

"Defects Liability Period" means twelve (12) months from the date of completion of the Services, provided that in the case of any defect in the Services (including in any previously rectified Services) that Company identifies during the Defects Liability Period and which Contractor is required to rectify in accordance with the provisions of the Contract, the Defects Liability Period shall be extended until twelve (12) months from the date on which such defect is rectified in accordance with the Contract;

"Goods" means the goods as detailed in the Order that Contractor is required to supply in accordance with the Contract;

"Sales Tax" means any tax on goods or services, including value added, sales, use, excise or similar taxes imposed by any taxation authority;

"Services" means the services as detailed in the Order that Contractor is required to perform in accordance with the Contract;

"Subcontract" means a contract (of any tier) for the performance, supply or provision of any part of the Work, excluding the Contract;

"Subcontractors" means any person (other than Contractor) that is party to a Subcontract;

"Tax" or "Taxes" means all existing or future taxes of any kind levied or imposed and related to or assessed upon income, revenue, profits, assumed profits together with any fines, penalties or interest thereon;

"Third Party" means any person that is not a member of the Contractor Group or the Company Group;

"Warranty Period" means twenty-four (24) months from the date the Goods are delivered in accordance with the Contract, provided that in the case of any defect in the Goods (including in any previously rectified Goods) that Company identifies during the Warranty Period and which Contractor is required to rectify in accordance with the Contract, the Warranty Period shall be extended until twenty-four (24) months from the date at the point of use that such rectified Goods are operated, used or entered into commercial operation;

"Work" means all work that Contractor is required to carry out in accordance with the Contract, including the supply of the Goods, the performance of the Services, the provision of the data and documentation and, as the context so requires, any rectification work;

"Worksite" means all places where the Work is to be carried out.

3 Interpretation

3.1 The headings in the Contract are for ease of reference and shall not be deemed to be part of or be taken into consideration in the interpretation or construction of the Contract.

3.2 References in the Contract to: (a) day, week, month or year means calendar rather than working day, week, month or year unless otherwise specified and shall be calculated by reference to the Gregorian calendar; (b) the words "including", "include" and "other" shall be construed without limitation; (c) any Applicable Laws include references thereto as amended, supplemented or replaced from time to time or, as applicable, as extended or re-enacted; (d) the singular shall include the plural and vice versa unless the context otherwise requires; (e) the Contract shall include the same as amended or varied in accordance with its terms; and (f) any party or other person, which for the purpose of the Contract shall include, as the context requires, any natural person, body corporate, unincorporated association,

partnership or other entity, whether or not having a separate legal personality, shall include that party's or person's successors in title and permitted assigns.

3.3 All instructions, directions, notices, agreements, authorisations, approvals, consents and acknowledgements between the parties relating to the Contract shall be in writing.

3.4 Contractor shall notify Company without delay of all things which appear to be errors, omissions or inconsistencies in the Contract or that the Contract conflicts with Applicable Laws. Company shall review these items and issue the necessary instructions before Contractor proceeds with any part of the Work affected. Any such instruction shall not be a variation and Contractor shall not be entitled to any extension or allowance of time or to any payment whatsoever in respect of the same.

4 **Representatives**

4.1 Subject to the remaining provisions of this Clause 4, Company Representative and Contractor Representative are the persons named as such in the Order. Such representatives, their replacements or delegates as appointed in accordance with this Clause 4, shall be readily available to enable both Company and Contractor to discharge their obligations under the Contract.

4.3 Company Representative has the authority to act for and on behalf of Company in respect of the Work and, subject to any delegation of such authority, shall be responsible for issuing all information, instructions, directions and decisions to Contractor and receiving from Contractor all information and decisions as required under the Contract. Company Representative may at any time by notice (including by e-mail) to Contractor delegate any of his authority to any nominated deputy or deputies. Such notice shall specify the extent of the authority of any such deputy or deputies. Company may replace Company Representative at any time and shall notify Contractor of any replacement. Company Representative has no powers to amend the Contract or to relieve Contractor from any of its liabilities or obligations under the Contract.

4.4 Contractor Representative has the authority to act for and on behalf of Contractor in respect of the Work and, subject to any delegation of such authority, shall be responsible for issuing all information and decisions to Company and receiving from Company all information, instructions, directions and decisions as required under the Contract. Contractor Representative may delegate any of his authority to any nominated deputy or deputies, the terms of such delegation being subject to Company's prior approval which shall not be unreasonably withheld or delayed. Contractor shall not change Contractor Representative or any nominated deputy or deputies without Company's prior approval. Contractor Representative has no powers to amend the Contract.

Contractor's General Obligations

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5.1 Contractor shall provide all management, design, engineering, supervision, personnel, equipment, plant, machinery, tools, apparatus, containers, fastenings, hardware, software, materials, consumables, supplies, packaging, spare parts, facilities, premises and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

5.2 Contractor shall, and shall procure that the other members of Contractor Group shall, carry out the Work with all due skill, care, diligence, prudence and foresight to be expected of a reputable contractor experienced in work of the type to be carried out under the Contract, to the satisfaction of Company and in compliance with all other provisions of the Contract (and where not expressly provided for in the Contract, in accordance with internationally recognised good practices and standards applicable to the same) and Applicable Laws.

5.3 All Work shall be performed by suitably qualified and competent personnel and in the event that Contractor provides personnel, they shall be suitably qualified and competent for the purpose which

they are provided. Company reserves the right to require the replacement by Contractor at Contractor's cost, any personnel, who in Company's opinion do not comply with the foregoing.

- 5.4 Contractor shall ensure that all items to be provided by Contractor Group (other than the Goods as to which Clause 6 shall apply) shall be in compliance with the Contract (and where not expressly provided for in the Contract, in compliance with the latest issue of the appropriate British, EU, US or other international standards or codes of practice applicable to the same) and Applicable Laws.
- 5.5 Contractor shall ensure that the Work, the Goods, any data and documentation and all other items to be provided by Contractor Group shall be fit for their intended purpose and free from defect.
- 5.6 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims arising out of or in connection with the Contract in respect of the employment or worker status of its personnel and all benefits and rights in connection with the same.
- 5.7 Except to the extent that it may be legally impossible or create a hazard to safety, Contractor shall comply with Company's instructions and directions on all matters relating to the Work.
- 5.8 Company and its authorised representatives shall be entitled at any time to carry out any inspection, testing, witnessing or monitoring necessary and to examine all associated data and documentation in order to confirm compliance by Contractor with its liabilities and obligations under the Contract. Contractor shall co-operate fully with Company and its authorised representatives in relation to the same and shall provide, or shall procure the provision of, all assistance, data, documentation and access to personnel as may be required in connection therewith.
- 5.9 Contractor shall obtain and maintain all licences, permits, temporary permits, consents, authorisations and approvals required in order to carry out the Work.

6 Goods

- 6.1 It is a condition of the Contract that the Goods shall be: (a) new, or subject to Company's approval, as new, of good quality and sound design, materials and workmanship, be in compliance with the detailed specification provided by Contractor or as set out in or as attached to the Order (the "Specification"); and (b) be free from all liens, charges, encumbrances and retention of title claims by any third party and be in compliance with all other provisions of the Contract (and, except to the extent expressly stated otherwise in the Contract or where any of the following are in conflict with the Specification, in compliance with the latest issue of the appropriate British, EU, US or other international standards or codes of practice applicable to the Goods) and Applicable Laws.
- 6.2 The Goods shall be packed and labelled by Contractor for transportation and storage in accordance with the Contract (and where not expressly provided for in the Contract, in accordance with internationally recognised good packing and labelling practices and standards applicable to the same), so as to reach the point of use undamaged and in good condition and, to the extent not immediately used, shall ensure that the Goods are preserved in good condition until the Goods are permanently removed from packaging at the point of use.
- 6.3 The Goods shall be delivered at the delivery point on the delivery date in accordance with the delivery term as the same are determined pursuant to the Order along with all documentation necessary for the storage, installation, commissioning, operation, use and maintenance of the Goods and all other documentation required to be provided by Contractor in connection with the supply of the Goods, except to the extent the same has already been provided or as otherwise agreed with Company. Time is of the essence in relation to delivery dates and time of performance.
- 6.4 If Company identifies any defect in the Goods (including in any previously rectified Goods) at any time during the Warranty Period, Company may, without prejudice to any other rights or remedies which Company may have, give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall

forthwith carry out all work necessary at its own cost to rectify such defect which shall include the replacement (including the temporary replacement) of the Goods, where the same is determined by Company, at its sole discretion, to be the appropriate course of action, at the point of use or at such other location as required by Company. If Contractor fails to comply with the foregoing (or fails to prove to Company's satisfaction that it has commenced and is continually proceeding with all work necessary to rectify such defect), Company may, without prejudice to any other rights or remedies which Company may have, either carry out such work itself or have the same carried out by others and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor.

- 6.5 Title to the Goods shall transfer to Company: (a) upon delivery, whether in whole or in part (provided that part delivery is permitted under the Contract), to Company in accordance with the Contract; or (b) upon payment by Company, whichever is the first to occur, provided that the risk and responsibility for such Goods shall at all times remain with Contractor until delivered to Company in accordance with the Contract. Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of loss of or damage to any Goods to which Company has title in accordance with this Clause at any time when the risk and responsibility for the same is with Contractor or as a result of the negligence or breach of duty (statutory or otherwise) of any member of Contractor Group, arising out of or in connection with the Contract.

7 Services

- 7.1 Contractor shall ensure that it is ready to commence the Services on the commencement date as set out in the Order or as otherwise required by Company and shall commence and continuously proceed with the same in accordance with the scheduling requirements of Company until complete in accordance with the Contract.
- 7.2 If Company identifies any defect in the Services (including in any previously rectified Services) at any time during the performance of the Services or during the Defects Liability Period, Company may, without prejudice to any other rights or remedies which Company may have, give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall forthwith carry out all work necessary at its own cost to rectify such defect. If Contractor fails to comply with the foregoing (or fails to prove to Company's satisfaction that it has commenced and is continually proceeding with all work necessary to rectify such defect), Company may, without prejudice to any other rights or remedies which Company may have, either carry out such work itself or have the same carried out by others and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor.

8 Payment and invoicing

- 8.1 For the performance and completion of the Work and compliance by Contractor with its other liabilities and obligations under the Contract, Company shall pay, or cause to be paid, the amounts as provided in the Order to Contractor at the times and in the manner as set out in the Order and this Clause.
- 8.2 Except where it is expressly provided that Company shall carry out an obligation under the Contract at its own cost, all rights to be exercised and liabilities and obligations to be complied with by Contractor shall be at Contractor's own cost, whether or not expressly stated in the Contract, and included in the rates and prices set out in the Contract.
- 8.3 Within thirty (30) days from the end of each month following commencement of the Work or, in the case of a lump sum payment, such other invoice period as set out in the Contract, Contractor shall submit to Company a single invoice for the value ascertained in accordance with the Contract for the Work performed in accordance with the Contract during the month in question or, in the case of a lump sum payment, during such other invoice period.
- 8.4 Sales Tax chargeable in respect of the Work, if applicable, shall be itemised separately.

- 8.5 Each invoice shall quote the Order number, title and any other details as specified in the Contract or which Company may otherwise request and shall be forwarded, together with adequate supporting documentation, to the person and address as set out in the Order.
- 8.6 Company shall pay, or cause to be paid, the due amount within thirty (30) days after the date of Company's receipt of a properly submitted and supported invoice (or credit note, as the case may be) in accordance with this Clause. Company will make payment in the currency as set out in the Order. If Company disputes any item in any invoice in whole or in part or if the invoice is incorrectly prepared or submitted in any respect then Company shall inform Contractor of the reasons and request Contractor to issue a credit note for the unaccepted whole or part of the invoice as applicable. Unless and until such credit note is received, Company shall have no liability to pay Contractor any sums due under the disputed invoice. Upon receipt of such credit note Company shall be obliged to pay only the undisputed portion of the disputed invoice which shall be paid in accordance with this Clause. On settlement of any dispute, Contractor shall without delay submit an invoice for sums due and Company shall make the appropriate payment in accordance with this Clause.
- 8.7 If Company fails to make payment of any amounts properly due to Contractor in accordance with this Clause within thirty (30) days of payment becoming due, Contractor shall be entitled to claim interest on the amount outstanding at the rate of two percent (2%) per annum over the Bank of England base rate currently in force, which the parties agree is a substantial remedy. Such interest shall accrue day to day from the payment due date until such payment is made, whether before or after judgment, but shall not be compounded. Any such interest to be claimed by Contractor shall be invoiced separately and within ten (10) working days of payment of the invoice to which the interest relates. Payment of the invoice claiming the interest shall be in accordance with the provisions of this Clause. The latest time for submission of invoices in respect of amounts due to Contractor in connection with the Contract shall be ninety (90) days from the completion of the relevant part of the Work or the expiry or termination of the Contract, whichever is the earlier.
- 8.8 Any amounts payable by Company hereunder may, without prejudice to any other rights or remedies which Company may have, be withheld and/or set-off by Company in whole or in part by reason of any actual or anticipated claims.

9 **Taxes**

- 9.1 Contractor shall be solely responsible for and shall bear and pay all Taxes connected with the Work or use of a Subcontractor, including Taxes connected with personnel ("Contractor Taxes") and shall properly make all necessary filings or registrations.
- 9.2 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims connected with any Contractor Taxes or failures to make necessary filings or registrations together with any costs of compliance therewith.
- 9.3 Where, under the provisions of Applicable Laws, Company is required to deduct any amount from payments made to Contractor, whether as Tax or otherwise, Company shall without further notification to Contractor deduct the required amount from any amount payable to Contractor. Company shall pay over or deal with any amount so deducted in accordance with the provisions of Applicable Laws.

10 **Indemnities**

- 10.1 Company shall be responsible for and shall save, indemnify, defend and hold the Contractor Group harmless from and against all Claims in respect of:
- (a) loss of or damage to the property of the Company Group whether owned, hired, leased or otherwise provided by the Company Group; and

- (b) personal injury to or sickness, disease or death of any person in the Company Group, arising out of or in connection with the Contract. Clause 10.1(a) shall not apply where the Order is for carriage or transportation services.
- 10.2 Contractor shall be responsible for and shall save, indemnify, defend and hold the Company Group harmless from and against all Claims in respect of:
- (a) loss of or damage to property of Contractor Group whether owned, hired, leased or otherwise provided by the Contractor Group; and
- (b) personal injury to or sickness, disease or death of any person in the Contractor Group, arising out of or in connection with the Contract.
- 10.3 Subject to Clause 10.5, Company shall be responsible for and shall save, indemnify, defend and hold the Contractor Group harmless from and against all Claims in respect of:
- (a) personal injury to or sickness, disease or death of any of any Third Party; and
- (b) loss of or damage to the property of any Third Party, arising out of or in connection with the Contract and to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of the Company Group.
- 10.4 Subject to Clause 10.6, Contractor shall be responsible for and shall save, indemnify, defend and hold the Company Group harmless from and against all Claims in respect of:
- (a) personal injury to or sickness, disease or death of any of any Third Party; and
- (b) loss of or damage to the property of any Third Party, arising out of or in connection with the Contract and to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of the Contractor Group.
- 10.5 Notwithstanding Clause 10.4 and except as provided by Clauses 10.2 and 10.6, Company shall save, indemnify, defend and hold the Contractor Group harmless from and against all Claims arising from pollution or contamination, including the control and removal thereof (i) originating from the property of the Company Group; or (ii) emanating from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, debris or any other substances in the care, custody or control of any member of Company Group.
- 10.6 Notwithstanding Clause 10.3 and except as provided by Clauses 10.1 and 10.5, Contractor shall save, indemnify, defend and hold the Company Group harmless from and against all Claims arising from pollution or contamination, including the control and removal thereof (i) originating from the property of the Contractor Group; or (ii) emanating from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, debris or any other substances in the care, custody or control of any member of Contractor Group.
- 10.7 Notwithstanding any provision to the contrary elsewhere in the Contract and except to the extent of any agreed liquidated damages, Company shall be responsible for, indemnify, defend and hold Contractor Group harmless from and against Company Group's own Consequential Loss and Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against Contractor Group's own Consequential Loss, arising out of or in connection with the Contract.
- 10.8 All exclusions and indemnities given under this Clause 10 and Clause 6.5 shall be full and primary notwithstanding the provisions of Clause 11 and, except where expressly stated to apply to the extent

of the negligence or breach of duty (statutory or otherwise) of the indemnifying party, shall apply irrespective of cause and notwithstanding the negligence or breach of duty (statutory or otherwise) of the indemnified party or any other person and shall apply irrespective of any claim in tort, under contract or otherwise at law, and shall not affect or limit Contractor's obligations to rectify any defect that Contractor is required to carry out under the Contract.

- 10.9 Each party shall give the other prompt notice of any Claims with respect to the exclusions and indemnities under this Clause 10, accompanied by full details (where reasonably practicable and to the extent not subject to legal privilege) of the circumstances of any incident giving rise to such Claims and the parties shall co-operate in the defence of any such Claims, including negotiations, appeals or any settlement or compromise. If either party intends to irrevocably settle any Claims under this Clause for which indemnification is sought, it shall do so only after having obtained the prior consent of the other party, such consent not to be unreasonably withheld or delayed.

11 Insurance

- 11.1 Contractor shall effect and maintain in full force and effect for the life of the Contract sufficient insurance in relation to the liabilities which it has assumed under the Contract. Such insurances will include Workmen's Compensation Insurance or Employers' Liability Insurance, General Third Party Liability Insurance and such other insurances as detailed in the Order.

- 11.2 Contractor shall bear all excesses, deductibles or limitations incorporated in such insurances.

- 11.3 Contractor's insurances shall be endorsed to provide that the underwriters waive any rights of recourse, including subrogation, against Company Group to the extent of the liabilities assumed herein.

12 Health, Safety and Environment

- 12.1 Contractor shall, and shall procure that the other members of Contractor Group shall, actively pursue the highest standards of health, safety, environment and security in connection with the Work.

- 12.2 Prior to the commencement of Work at a Company controlled Worksite, Company shall provide Contractor with all applicable safety rules and procedures.

13 Suspension and Variation

Company shall have the right, by notice to Contractor, to instruct the suspension or variation of all or any part of the Work or the Contract. The effect on the sums payable as a result of any suspension or variation shall be valued at the appropriate rates and prices included in the Contract. Contractor shall not be entitled to any payment whatsoever where the suspension or variation is as a result of any breach of the Contract by Contractor or any error or omission of any member of Contractor Group. In respect of any suspension, Company may, by further notice, instruct Contractor to resume all or any part of the Work.

14 Termination

Company shall have the right to terminate all or any part of the Work or the Contract at any time by notice to Contractor in the event that Contractor: (a) fails to comply with its obligations under the Contract in relation to health, safety, environment and security or Applicable Laws (including any failure to comply with its obligations under Clause 17; (b) makes any composition or arrangement with its creditors, becomes insolvent or goes into liquidation or receivership or is the subject of an administration order or any event occurs, or proceedings are taken with respect to Contractor in any jurisdiction that has an effect equivalent or similar to any of the aforementioned events; or (c) commits a breach of all or any part of the Contract. In addition, Company shall have the right at any time by notice to Contractor to terminate all or any part of the Work or the Contract to suit the convenience of Company (including for the purpose of Company carrying out all or any part of the Work itself or having it carried out by others, including Subcontractors or any other member of Company Group) in which

event Company shall only be liable to pay for the part of the Work carried out in accordance with the Contract prior to the date of receipt of Company's termination notice.

15 **Force Majeure**

Neither party shall be liable for any failure to fulfil its obligations if the failure was due to any Force Majeure Event which has been promptly intimated to other party. The affected party shall use all reasonable endeavours to limit the effect of that delay or prevention on the other party. For the purpose of the Contract, "Force Majeure Event" means and shall be limited to: (a) riot, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, civil war, rebellion, blockades by local communities, revolution, insurrection of military or usurped power; (b) earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity; (c) strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors (of any tier) or its suppliers and which affect a substantial or essential portion of the Work; and (d) any local or other governmental authority action or inaction affecting any licences, permits, temporary permits, consents, authorisations or approvals required by Company but in each case only to the extent such events are: (i) not within the control of the party in question; (ii) unavoidable notwithstanding the reasonable care of, or the taking of reasonable steps by the party affected; and (iii) are not the result of any failure of the affected party to carry out any of its obligations under the Contract or any negligence of such party or, where Contractor is the affected party, of any Subcontractors. The parties shall meet at appropriate intervals to agree on a mutually acceptable course of action to minimise the impact and effects of any Force Majeure Event. Upon cessation of a Force Majeure Event, the affected party shall forthwith resume full performance of its obligations under the Contract. Except as expressly provided in the Order, no payment whatsoever shall be due in connection with a Force Majeure Event. Company shall have the right to terminate all or any part of the Work or the Contract at any time by notice to Contractor in the event any Force Majeure Event continues, or it is obvious that it will continue, for more than seven (7) days, provided that Contractor shall not be entitled to any payment whatsoever in connection with any such termination.

16 **Data and Proprietary Rights**

- 16.1 All data and documentation provided by or on behalf of any member of Company Group in connection with the Contract shall at all times remain the property of (and title to it shall remain vested in) Company or, as applicable, the relevant person with title to the same. Title to any data or documentation which is or is required to be delivered in accordance with the Contract shall vest in Company as soon as the preparation, production, creation or generation of the same commences. If Company at any time identifies any defect in the deliverable data or documentation then Company may give notice thereof to Contractor. Following receipt of such notice Contractor shall forthwith carry out all work necessary at its own cost to rectify the same.
- 16.2 Company grants to Contractor a non-transferable, non-exclusive licence during the term of the Contract to use the intellectual property rights vested in Company for the purpose of and to the extent required to perform the Work.
- 16.3 Contractor grants to Company an irrevocable, perpetual, worldwide, royalty-free, sub-licensable licence to use all property of Contractor Group and all other intellectual property rights of Contractor Group made available or supplied to Company for the purpose of and to the extent required to receive, use and/or obtain the benefit of the Work.
- 16.4 Where any intellectual property right results from: (a) developments by a member of the Company Group which are based wholly on data, equipment, processes, substances and the like in the possession of a member of the Company Group; or (b) enhancements of or in the existing intellectual property rights of a member of the Company Group, such rights shall vest in that member of Company.
- 16.5 Where any intellectual property right results from: (a) developments by a member of Contractor Group which are based wholly on data, equipment, processes, substances and the like in the possession of a

member of Contractor Group; or (b) enhancements of or in the existing intellectual property rights of a member of Contractor Group, such rights shall vest in that member of the Contractor Group.

- 16.6 Except as provided in Clause 16.4 and 16.5, where any intellectual property right arises out of the Work such right shall vest in Company.
- 16.7 Company shall save, indemnify, defend and hold harmless the Contractor Group from all Claims for any alleged infringement of any intellectual property right arising out of or in connection with the performance of the obligations of Company under the Contract.
- 16.8 Contractor shall save, indemnify and hold harmless the Company Group from all Claims for any alleged infringement of any intellectual property right arising out of or in connection with the performance of the obligations of Contractor under the Contract.

17 **Laws and Ethical Behaviour**

- 17.1 In connection with the Contract, Contractor shall, and shall procure that the other members of the Contractor Group shall, comply with all Applicable Laws and not carry out or permit any act or omission which would result in a breach of or non-compliance with Applicable Laws.
- 17.2 In order to ensure compliance with Compliance Laws, Contractor represents, warrants and undertakes that it has and will maintain an ethics code and a code of conduct ("the Codes") or equivalent outlining the professional standards expected of all its workers and representatives both in terms of internal conduct and customer-centric activities establishing standards by which its agents, directors, officers, employees, consultants and agency personnel ("Personnel") are held accountable. Contractor shall procure that the other members of Contractor Group shall act in a manner consistent with the Codes in connection with the Contract.
- 17.3 Contractor represents, warrants and undertakes that: (a) its Personnel have been given adequate training and informed of their obligations in relation to Compliance Laws; (b) it has in place adequate policies and procedures in relation to the Codes.
- 17.4 Contractor represents, warrants and undertakes that, to the best of its knowledge and belief, neither it nor any other member of Contractor Group is being or has been: (a) convicted of; or (b) investigated for, any offence under Compliance Laws.
- 17.5 Contractor shall notify Company immediately in writing on becoming aware of or suspecting any breach of Applicable Laws.

18 **Confidential**

- 18.1 Each party shall, and shall procure that the other members of its Group shall, keep confidential and not publish, whether in any press release, public announcement, advertising or promotional material, written or otherwise, any information or details connected with the Contract, including the existence or subject matter of the Contract or any information relating to the other party's business, without the other party's prior consent.
- 18.2 Notwithstanding Clause 18.1, Contractor shall, and shall procure that the other members of the Contractor Group shall, keep confidential all data and documentation relating to Company's tools and equipment or projects provided by or on behalf of any member of the Company Group in connection with the Contract, including the Company Group's intellectual property rights, and shall not store, retain, copy, disclose or divulge the same to any third party or use it for any purpose except for the purposes of the Work without the Company's prior consent or delete or remove any protective or proprietary notices contained within or relating to such data and documentation. Contractor shall provide the Company with as much written notice as is reasonable and lawful in the circumstances

where it considers that it is required to disclose such data or documentation in contravention of this Clause 18.2.

- 18.3 At Company's request, or upon expiry or termination of the Contract, Contractor shall, or shall procure that the relevant member of the Contractor Group shall, promptly return, destroy or permanently erase, as directed in writing by the Company, any of the confidential information as identified in Clause 18.2.

19 Assignment and Subcontracting

- 19.1 Neither party may assign or transfer its rights in any Order or the Contract without the prior written consent of the other party.

- 19.2 Contractor shall not subcontract the whole or part of the Work without the prior approval of Company. Contractor shall be responsible for all work, acts, omissions and defaults of Subcontractors as fully as if they were work, acts, omissions or defaults of Contractor. Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims that a Subcontractor has not been paid for work carried out in connection with the Contract, including the provision of any equipment, materials or services. No Subcontract shall bind or purport to bind Company.

20 Records and Audits

Contractor shall maintain (for at least six years) true and correct accounts and records in connection with the Contract and shall retain all such records for at least six years after completion of the Order. Company may from time to time and at any time, upon reasonable prior written notice to Contractor, inspect and audit (including keeping copies) those accounts and records to verify that the requirements of the Contract are being and have been met. Any amounts found as a result of such inspections and audits to have been overcharged by Contractor shall be repayable to Company on demand.

21 Third Party Rights

Except to the extent that the indemnified parties require to enforce an indemnity provided by these Conditions, the parties intend that no provision of the Contract shall, by virtue of Applicable Laws including the Contracts (Rights of Third Parties) Act 1999, confer any benefit on, nor be enforceable by any person who is not a party to the Contract. The Contract may be rescinded, amended or varied without notice to or the consent of any other person even if, as a result, that the person's right to enforce a term of the Contract may be varied or extinguished.

22 Notices

- 22.1 Any notice to be given under the Contract shall be in writing and may be delivered by hand, by first class pre-paid post, by recorded delivery or by commercial courier. Delivery by commercial courier shall be regarded as delivery by hand. Notices shall be sent to the address of the relevant party as set out in the Order. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; or (b) if sent by first class pre-paid post or recorded delivery, two (2) working days after mailing, provided that if the time of such deemed receipt is not during normal hours of business in the time zone of the territory of the recipient, notice shall be deemed to have been received at 10:00am on the next working day in the territory of the recipient. Any notice required to be given under the Contract shall not be validly given if transmitted by e-mail.

23 General

- 23.1 Once agreed, an Order supersedes all prior agreements, understandings and commitments, whether oral or in writing between the parties concerning the subject matter. The right of either party to require strict performance will not be affected by any previous waiver or course of dealing. No variation will be binding on a party unless signed by an authorised representative of both parties.

- 23.2 Should any provision of these Conditions be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of these Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Company and Contractor agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic legal and commercial objectives of the invalid or unenforceable provision.
- 23.3 The parties agree that the provisions of the UN Convention on the Sale of Goods shall not apply to any sale under these Conditions.
- 23.4 Contractor shall perform its obligations under the Contract as an independent contractor and not as an employee or agent of Company. Contractor shall maintain control over its Group's personnel.
- 23.5 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of liens, charges or other encumbrances created or asserted by or on behalf of any member of Contractor Group over the property of Company Group in connection with the Contract.

24 **Governing Law and Disputes**

The Contract shall be governed by and construed according to English laws. All disputes which are not resolved through negotiation shall be determined in the English Courts.