

**SHEFFIELD FORGEMASTERS ENGINEERING LIMITED
CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES
FEBRUARY 2023**

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, words or expressions have the following meanings, unless inconsistent with the context:

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least 50% of the shares or interests entitled to vote.

"Buyer" means Sheffield Forgemasters Engineering Limited (registered number 04864216) whose registered office is at Brightside Lane, Sheffield, South Yorkshire, S9 2RX or any member of the Buyer's Group by whom the Goods and/or Services are purchased and detailed in the Order.

"Buyer Materials" means any goods or materials (including but not limited to Tooling) supplied to or made available to the Seller by the Buyer, the Buyer's Customer or a third party on behalf of the Buyer for the purpose of the performance of the Contract

"Buyer's Customer" means any customer of the Buyer for whose ultimate benefit the Goods and/or Services are being undertaken as notified by the Buyer to the Seller.

"Buyer's Group" means, the Buyer, or a Subsidiary undertaking for the time being of the Buyer, Buyer's Affiliates and their respective directors, officers, and employees.

"Buyer's Information" means all specifications, drawings, sketches, models, samples, tools, designs, technical or commercial know-how, details of inventions, processes or initiatives and other proprietary information concerning the Buyer's business or products whether written, oral or otherwise disclosed to the Seller by the Buyer or its agents or otherwise obtained by the Seller.

"Conditions" means the terms and conditions set out in this document.

"Contract" means a contract for the purchase of Goods and/or Services by the Buyer from the Seller that incorporates the Order and these Conditions.

"Data Processor" has the meaning given to it in the Data Protection Laws.

"Data Protection Laws" means the Data Protection Act 2018, the General Data Protection Regulation as incorporated in to United Kingdom law, and/or any other applicable data protection legislation from time to time in force.

"Delivery Address" means the address at which the Seller is to deliver the Goods and/or perform the Services.

"Effective Date" means the date the Contract has been signed by the Parties.

"Force Majeure Event" means the following events, to the extent that same are beyond the reasonable control of and could not have been reasonably anticipated or avoided by the affected Party: acts of God (such as lightening, storm, tempest, earthquake and naturally occurring flood), any act of war, civil disturbance, riot or unrest or terrorism, strikes, lockouts, labour disputes or industrial disturbances (other than local strikes, dispute or disturbances affecting the Seller's workforce), malicious damage, fire or explosions, compliance with law or governmental order, rule, regulation or direction. A Force Majeure Event does not include,

without limitation, high fluctuations in raw material prices or labour costs, the mere shortage of or inability to obtain equipment, materials, or transportation which is not itself caused by a Force Majeure Event.

“Goods” means the goods which the Seller is to supply to the Buyer as set out in the Order.

“Intellectual Property” means any and all intellectual property rights in relation to inventions (including patents), trademarks (including service marks), confidential information (including trade secrets), know-how, design rights, copyright, rights in databases, domain names, look and feel and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) resulting from intellectual activity in the industrial, scientific or artistic fields together with any and all goodwill relating or attached thereto the right to apply for registration of and/or register such rights and all extensions and renewals thereof.

“Lien” means any lien, charge, encumbrance, retention of title, or similar right available to creditors at law to secure debts owed to them.

“Anti-Slavery and Human Trafficking Laws” means the Modern Slavery Act 2015 (“**MSA**”) and/or any other applicable anti-slavery and human trafficking legislation from time to time in force, anywhere in the world.

“Order” means a purchase order in respect of the Goods and/or Services issued by the Buyer to the Seller.

“Party” means either the Buyer or the Seller as the context requires and **“Parties”** mean both the Buyer and the Seller.

“Seller” means the person, firm or company from whom the Buyer is purchasing the Goods and/or Services.

“Services” mean the services which the Seller is to supply to the Buyer as set out in the Order.

“Sub-Contractor” means any person engaged by the Seller or any sub-contractor or sub-supplier of the Seller (other than an employee of the Seller) to perform some or all of the Seller’s obligations under the Contract as approved by the Buyer pursuant to Condition 13.1.

“Subsidiary” has the meaning given in Section 1159 of the Companies Act 2006.

“Tooling” means all tooling, patterns, dies, moulds, jigs, fixtures and the like.

“VAT” means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994.

Headings are for identification and indexing purposes only and they shall not affect the construction or interpretation of these Conditions.

Words importing the singular meaning shall include the plural meaning and vice versa.

References to “a person” shall include natural persons, corporate or incorporated bodies (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns and references to “a Party” shall mean either the Buyer or the Seller as the Contract requires and “Parties” shall mean both of them.

The words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context and “working days” are all days other than Saturdays, Sundays and English public holidays.

1. FORMATION AND CONTENT OF CONTRACT

- 1.1 These Conditions apply to the Contract between the Buyer and the Seller and supersede and replace any terms and conditions of the Seller or previous contracts between the Parties. Unless expressly accepted in writing by the Buyer or stated in the Contract, these Conditions alone shall apply to any purchase of Goods and Services by the Buyer. Any variation to these Conditions not confirmed in writing by the Buyer shall not be binding on the Buyer. Any terms and conditions endorsed upon, delivered with or contained in a quotation, acknowledgement or acceptance of Order are expressly excluded. In the event any special terms are agreed between the Parties in an Order, the special terms will prevail over the terms contained in these Conditions.
- 1.2 Where the Goods and/or Services are being supplied in connection with a contract between Buyer and Buyer's Customer (a **Main Contract**), the Seller shall abide by any obligations of the Buyer under the Main Contract as notified to the Seller and such obligations shall be deemed to be incorporated into and shall form an integral part of the Contract.

2. PRICE AND PAYMENT

- 2.1 The price of the Goods and/or Services is the price stated in the Order or as otherwise varied by agreement in writing between the Buyer and the Seller. Unless otherwise agreed in writing by the Buyer, the price of the Goods and/or Services shall be fixed and firm and exclusive of VAT but inclusive of all other charges (including transport, packaging, packing, insurance, delivery and any customs or other duties).
- 2.2 The Seller may issue an invoice for the Goods and/or Services to the Buyer's registered address at Brightside Lane, Sheffield, South Yorkshire, S9 2RX on the date of despatch of the Goods and/or completion of the Services or on any other agreed milestones. Each invoice must state the order number, quantity of packages, marks, numbers, gross weight and Delivery Address. Any invoices issued without this information shall be deemed to be invalid.
- 2.3 Payment terms are sixty (60) days from the end of the month of delivery of the Goods and/or completion of the Services subject to a satisfactory invoice being received by the Buyer within such month.
- 2.4 The Buyer shall pay interest on any amount due and payable under the Contract which is not paid by the due date at the rate of two per cent (2%) per annum above the base rate of the Bank of England from time to time. The Parties agree that this constitutes a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998.
- 2.5 The Buyer may set off any claim or claims which the Buyer may have against the Seller under any contract(s), against amounts due under the Contract.

3. TITLE AND RISK

Until delivered to (and unloaded or installed at, as appropriate) the Delivery Address(es) in the manner specified in the Order the Goods shall remain at the risk of the Seller who shall insure the same for their full replacement value against all risks which can be reasonably contemplated as affecting the Goods. Property in the Goods and/or any product of the Services shall pass to the Buyer in full upon delivery or upon the making payment of any instalment of the price (if applicable), whichever shall come first.

4. COMPLIANCE

- 4.1 The Goods and/or the Services shall upon delivery / execution and for the period specified in the Order or, if no such period is specified, a minimum period of 24 months after supply or 18 months of putting them into service whichever occurs later:
- 4.1.1 conform to or be performed in accordance with the requirements of the Contract and any relevant specifications, drawings, samples or descriptions provided by or to the Seller;
 - 4.1.2 be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Buyer before the Contract was entered into;
 - 4.1.3 be without fault, new on delivery, free from defects in design (if Seller is responsible for the design), material and workmanship;
 - 4.1.4 be free of all liens, charges, claims and similar encumbrances;
 - 4.1.5 be made or performed in accordance with good engineering practice and all applicable standards and legislation; and
 - 4.1.6 be delivered complete with all instructions, warnings and other data necessary for safe and proper operation.
- 4.2 If for any reason the Seller is uncertain as to whether the Goods and/or the Services to be supplied by it will comply with the Contract, it must promptly and before despatch inform the Buyer in writing with full details of the possible non-compliance. Written acceptance or rejection of the Seller's application will then be provided by the Buyer as soon as possible.
- 4.3 If any Goods and/or Services are not supplied in accordance with Condition 4.1, then the Buyer shall be entitled to the remedies pursuant to Condition 15. Any Goods which are repaired or replaced in accordance with Condition 15 shall be treated as new Goods for the purposes of Condition 4.1.
- 4.4 The Buyer and/or its authorised representatives shall at all reasonable times, have access to the premises of the Seller and its Sub-Contractors for the purpose of inspecting and testing:
- 4.4.1 the Goods during or after manufacture, repairs or servicing; and/or
 - 4.4.2 the provision of the Services (if being performed at the Seller's premises),
- and the Buyer may reject or require the making good of anything that in its reasonable opinion does not conform with the Contract.

5. VARIATIONS

- 5.1 The Seller shall accept and immediately perform any variation in scope, specification, quantity or delivery notified to it by the Buyer where it is technically feasible to do so.
- 5.2 The Seller shall inform the Buyer in writing of the impact of any variation notified to it by the Buyer within 14 days of receipt. The Seller's notification shall set out in the fullest detail possible the impact of such variation on the delivery date and/or price of the Goods and/or Services. In the absence of such notification the Seller shall not be entitled to any adjustment to the delivery date and/or price as a result of such variation.
- 5.3 The Parties shall, acting reasonably and in good faith, discuss and seek to agree any appropriate adjustment to the price and/or the delivery date. If agreement cannot be reached within 14 days, the Buyer shall be entitled to make such adjustment as is

reasonable taking into account all relevant circumstances including the Seller's duty to mitigate any delays caused by any variation.

- 5.4 The Seller may propose variations to the Contract but any such variation shall not come into effect unless and until it is confirmed by an official order amendment issued by the Buyer.

6. DELIVERY AND PERFORMANCE

- 6.1 The Goods shall be packed so as to be sufficient to protect them from any damage or deterioration and shall be delivered with all required information and documentation to the Delivery Address(es) specified in the Order. If the Goods are incorrectly delivered, the Seller will be liable for any additional expense involved in handling and delivering them to their correct destination. The Seller shall offload the Goods at its own risk with all due care, attention and diligence and in accordance with any directions given by the Buyer.
- 6.2 The Seller shall ensure that each delivery is accompanied by a delivery note. Each delivery note and invoice shall show, inter alia, the date of the Order, the delivery date, the Delivery Address(es), the number of packages and contents, the Buyer's Purchase Order Number, net and gross weight or quantity, description of Goods, grade, certification of analysis or conformity of the material, any applicable component number and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 6.3 All Goods supplied pursuant to a Contract on a "price for weight" basis shall be delivered over the Buyer's weighbridge and the net weight so recorded shall be binding weight.
- 6.4 The date for delivery of the Goods and/or performance of the Services shall be strict as specified in the Order, or if no such date is specified, then delivery and/or performance shall take place within 28 days of the Order. Unless otherwise stipulated by the Buyer in the Order, delivery and/or performance shall only be accepted by the Buyer during its normal business hours.
- 6.5 The Seller will report immediately to the Buyer the occurrence of any event either within or beyond its control which is likely to affect delivery of the Goods and/or supply of the Services.
- 6.6 The Seller shall be entitled to a reasonable adjustment to the delivery date and/or price of the Goods and/or Services where the Seller is prevented from achieving the delivery date or where the Seller incurs increased costs solely and directly for reasons for which the Buyer is responsible provided always that the Seller shall notify the Buyer in writing that it considers itself to be entitled to such adjustment within 14 days of the date of the event giving rise to such entitlement. The Seller's notification shall set out in the fullest detail possible the impact of such event on the delivery date and/or price of the Goods and/or Services. In the absence of such notification the Seller shall not be entitled to any adjustment to the delivery date and/or price as a result of such event.
- 6.7 If delivery dates for the Goods and/or performance of the Services cannot be met, the Seller shall promptly notify the Buyer of the earliest possible date for delivery of the Goods and/or performance of the Services. Notwithstanding such notice, unless the Seller has been prevented from achieving the delivery date for the Goods and/or performance of the Services solely and directly for reasons for which the Buyer is responsible or due to a Force Majeure Event, the Seller's failure to effect delivery of the Goods and/or performance of the Services on the due date shall entitle the Buyer to:
- 6.7.1 cancel the Order in whole or in part without liability to the Seller; and/or

- 6.7.2 recover from the Seller any reasonable expenditure incurred by the Buyer in obtaining substitute Goods and/or Services from another supplier; and/or
 - 6.7.3 claim damages for any additional costs, losses or expenses incurred by the Buyer which are attributable to the Seller's failure to deliver the Goods and/or perform the Services on the due date; and/or
 - 6.7.4 claim any liquidated damages set out in the Contract.
- 6.8 If delivery of the Goods pursuant to the Contract is incomplete, the Buyer reserves the right (without prejudice to any of its other rights) to reject the Goods so delivered and to cancel or vary the balance of the Contract. If the Goods are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.
- 6.9 The Seller is responsible for all packaging material delivered with the Goods and must collect this from the Buyer for disposal in a legal, safe and environmentally friendly way at the Seller's expense. The reasonable cost of disposing of any packaging material not collected by the Seller, and disposed of by the Buyer, will be charged back to the Seller.
- 6.10 The Buyer shall not be deemed to have accepted the Goods and/or the Services until it has inspected them within a reasonable timescale following their supply.
- 6.11 The Buyer will not be responsible for any failure to give notice to carriers, or loss, damage, mis-delivery, delay, detention in transit, non-delivery or other matters affecting transit.

7. BUYER MATERIALS

- 7.1 Any Buyer Materials shall at all times remain the property of the Buyer and the Seller shall ensure that they are clearly marked as the Buyer's property and stored separately from the Seller's materials. The Seller shall maintain all Buyer Materials in the same condition in which they have been provided and shall use such materials solely in connection with the Contract. The Seller shall be responsible for all loss of or damage to the Buyer Materials and shall insure the same from the time of receipt until the time of return to the Buyer against loss, damage or destruction resulting from any insurable risk which can be reasonably contemplated as affecting the Goods. The Seller shall deliver up to the Buyer any Buyer Materials on demand and in any event at the end of the Contract.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All information and know-how including Tooling, drawings, specifications and other such materials supplied by or at the expense of the Buyer shall remain the Buyer's property and shall not be copied or used for any purpose other than for the carrying out of the Contract. All Intellectual Property rights in such materials shall vest in the Buyer absolutely.
- 8.2 Except to the extent that the Goods and/or Services embody designs prepared by the Buyer, the Seller shall indemnify the Buyer against all actions, claims, costs, charges and expenses, arising from any infringement or alleged infringement of any Intellectual Property rights of a third party arising out of the supply or use of the Goods and/or Services.
- 8.3 All Intellectual Property created or developed by the Seller arising out of or connected with the Goods and/or Services shall be the property of the Buyer.

9. CONFIDENTIALITY

The Seller shall:

- 9.1 keep the Buyer's Information in strict confidence;
- 9.2 retain the Buyer's Information safely;
- 9.3 restrict disclosure of the Buyer's Information to such of its employees, agents or Sub-Contractors who have a legitimate need to know the same for the purpose of discharging the Seller's obligations to the Buyer under the Contract and shall ensure that such employees, agents or Sub-Contractors are subject to like obligations of confidentiality as bind the Seller; and
- 9.4 not use or disclose the Buyer's Information except strictly as required in the course of performance of the Contract.

10. WARRANTIES AND LIABILITY

- 10.1 The Seller warrants that (i) it owns all rights, title and interest in the Goods and/or Services provided under the Contract and that it has the legal authority to sell, license or otherwise transfer the right to use, sell or otherwise benefit from the Goods to the Buyer; (ii) it has full capacity and authority and all necessary consents and licenses to enter into and perform its obligations under the Contract.
- 10.2 The Seller shall indemnify the Buyer and at all times hold the Buyer and members of its Group fully indemnified from and against any and all losses, liabilities, claims, costs and expenses incurred or paid by the Buyer or members of its Group as a result of or in connection with:
 - 10.2.1 any breach of these Conditions;
 - 10.2.2 any claim made against the Buyer by a third party arising out of, or in connection with, the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Seller, its employees, agents or subcontractors;
 - 10.2.3 any claim that the Goods infringe, or their importation, use or resale infringes the Intellectual Property right(s) of any other person or that the manufacture or supply of the Goods misuses any confidential information belonging to any other person, except to the extent that the claim arises from compliance with any specifications supplied by the Buyer;
 - 10.2.4 any liability in respect of injury or death caused to persons or damage caused to property by reason of the Goods and/or Services being defective; and
 - 10.2.5 any act or omission of the Seller or its employees, agents or Sub-Contractors in supplying the Goods and/or Services.
- 10.3 Nothing in these Conditions shall exclude or limit the liability of either Party for death or personal injury arising as a result of its negligence or the negligence of its employees or agents, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited by reason of applicable law.
- 10.4 Unless otherwise agreed between the Parties, the Seller shall take out and maintain in full force and effect with an insurance office of repute insurance against its legal liability arising under the Contract as follows: (i) Employer's Liability insurance of not less than £5,000,000.00 per occurrence; (ii) General Liability insurance, of not less than £2,000,000.00 per occurrence; (iii) Professional Indemnity insurance (where

Seller is providing Services) of not less than £1,000,000.00 per occurrence; and (iv) Property insurance with limits not less than £1,000,000.00 per occurrence. Satisfactory evidence of such insurance and payment of the current premium shall be shown to the Buyer immediately upon request.

- 10.5 The Seller shall ensure that the Buyer's interest is noted on such insurance policies and that the insurers agree to waive any rights, including rights of subrogation, to claim against the Buyer.
- 10.6 The Seller shall ensure that any Sub-Contractor also maintains adequate insurance having regard to the obligations which they are contracted to fulfil and shall ensure that the Buyer's interest is noted on any such insurance policies and that the insurers agree to waive any rights, including rights of subrogation, to claim against the Buyer.
- 10.7 If the Seller or any Sub-Contractor fails to obtain or is unable to maintain insurance in accordance with these Conditions, or fails to provide evidence that it has paid the current year's premiums in accordance with these Conditions, the Buyer may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Seller.

11. HEALTH, SAFETY AND THE ENVIRONMENT

- 11.1 The Seller shall at all times whilst attending or working on the Buyer's site(s) comply with and procure that any Sub-Contractors comply with all applicable laws, regulations and policies of the Buyer relating to the site(s) including the Buyer's Health and Safety Regulations which govern the safe working of contractors on the Buyer's site(s) and the Buyer's security procedures.
- 11.2 The Seller shall provide to the Buyer in writing all data, instructions and warnings as are required to comply with applicable legislation relating to health, safety and the environment and shall indemnify the Buyer against any and all liabilities, claims and expenses which may arise as a result of the Seller's failure to do so.
- 11.3 The Seller and its Sub-Contractors shall have and maintain an up to date, approved safety qualification during the term of the Contract. Without this, the Seller and its Sub-Contractors shall not be allowed to commence work on the Buyer's site. The Seller and its Sub-Contractors shall also undertake the Buyer's safety induction training prior to the commencement of any Services on the Buyer's site(s).
- 11.4 Neither the Seller nor its Sub-Contractors shall use any of the Buyer's equipment unless expressly agreed in writing by the Buyer and the Seller's operatives have been trained, licensed and deemed competent in the use of such equipment. Where the Seller or its Sub-Contractors provide their own equipment, the Seller's operatives shall be suitably trained, licenced, and deemed competent to operate the equipment.
- 11.5 On request, the Seller shall provide evidence of suitability and competence to carry out the Services prior to any Services commencing.
- 11.6 If any of the Goods and/or Services to be supplied under the Contract contain or require the handling of any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use for the protection of the environment, the Seller shall prior to their delivery furnish to the Buyer written details of the nature of those substances and the precautions to be taken. The Seller shall ensure that before despatch appropriate instructions and warnings are clearly marked on the Goods or securely attached to them and on any containers into which they are packed.

12. QUALITY

12.1 The Buyer shall have the right to satisfy itself as to the Seller's quality assurance systems and the Seller agrees that if the Buyer deems it necessary it will allow the Buyer or its authorised representatives to audit the same upon and the Seller shall procure that the Buyer shall be entitled to do the same in relation to the any Sub-Contractor's quality assurance systems.

12.2 Where requested by the Buyer, the Seller shall perform such tests on the Goods and supply such test results to the Buyer via the Buyer's Quality Assurance Manager and such other individuals as notified to the Seller by the Buyer.

13. SUB-CONTRACTING

13.1 The Seller shall not enter into any sub-contract in respect of its obligations under the Contract without the prior written approval of the Buyer.

13.2 The Seller shall procure that all Sub-Contractors approved by the Buyer in accordance with Condition 13.1 comply with these Conditions in full.

13.3 Any act, default, omission or negligence of a Sub-Contractor of the Seller shall, for the purposes of the Contract, be deemed to be the act, default, omission or negligence of the Seller and, to avoid doubt, any indemnities provided by the Seller to the Buyer under the Contract in relation to the Seller's own acts, omissions, defaults or negligence shall extend to the acts, omissions, defaults or negligence of any Sub-Contractor of the Seller.

14. TERMINATION AND SUSPENSION

14.1 The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work in progress at the time of termination and committed, non-refundable costs. Such compensation shall not include any loss of anticipated profits or any indirect or consequential losses and shall be subject always to the Seller mitigating its costs and/or losses to the fullest extent possible.

14.2 The Buyer shall have the right at any time, by giving notice in writing to the Seller, to terminate the Contract immediately and claim such damages and/or losses as it may incur if:

14.2.1 the Seller refuses or fails to make deliveries of the Goods or supply the Services or in the reasonable opinion of the Buyer will not be able to do so within the time specified in the Order or refuses or fails to perform any other provisions of the Contract and fails to remedy such breach (to the extent that it is capable of remedy) within ten (10) days after receipt of written notice from the Buyer requiring remedy thereof; and/or

14.2.2 the Seller fails to comply with all applicable laws, statutes, regulations and codes from time to time in force; and/or

14.2.3 the Seller fails to comply with any policy or procedure of the Buyer as notified to the Seller, including but not limited to the Buyer's code of conduct and anti-bribery and corruption and modern slavery policies; and/or

14.2.4 the Seller ceases or threatens to cease to carry on its business; and/or

14.2.5 the Seller takes any measure or step or any order is made potentially leading to or resulting in any administration or insolvency or similar process and/or financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

14.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Buyer accrued prior to termination. Those Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

14.4 Upon termination of the Contract the Seller shall immediately:

14.4.1 return to the Buyer all equipment, materials and property belonging to the Buyer;

14.4.2 return to the Buyer any and all Buyer's Information in Seller's possession; and

14.4.3 erase all Buyer's Information from its computer systems (to the fullest extent possible).

14.5 The Buyer shall have the right at any time and for any reason to suspend the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall immediately be halted until the Buyer gives written notice that any or all suspended work should continue.

15. REMEDIES

If any Goods and/or Services are not supplied in accordance with Condition 4.1, or the Seller fails to comply with, any of the terms of the Contract, the Buyer shall be entitled to avail itself of any one or more of the following remedies:

15.1 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;

15.2 at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or re-perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

15.3 to refuse to accept any further deliveries of the Goods and/or Services but without any liability to the Seller;

15.4 to carry out itself or by a third party at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract; and

15.5 to claim such damages as may have been sustained.

16. FORCE MAJEURE

The Buyer reserves the right to defer the date of delivery or to reduce or cancel the Order without having any liability to the Seller if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event lasting for a period of 7 days or more.

The Seller shall be entitled to an extension to the date of delivery of the Goods and/or Services to the extent to which it has been prevented from or delayed in carrying out such work due to a Force Majeure Event provided always that the Seller has taken all possible steps to mitigate the impact of such Force Majeure Event and notified the Buyer immediately upon being delayed by such Force Majeure Event.

17. LICENCES

If the performance of the Contract requires the Buyer to have any permit or licence from any Government or other authority at home or overseas, the Contract shall be conditional upon such permit or licence being available at the required time.

18. ADVERTISING

The Seller will not without the prior written consent of the Buyer advertise or publish in any way whatsoever the fact that the Seller has contracted to supply the Goods and/or Services to the Buyer.

19. ASSIGNMENT

- 19.1 The Seller shall not without the prior consent in writing of the Buyer, which shall not be unreasonably withheld, assign or transfer the Contract or any part thereof.
- 19.2 The Buyer may assign or transfer any of its rights or obligations under the Contract or any part of it to any person.

20. SEVERABILITY

- 20.1 If any Condition of the Contract (or part of a Condition) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other Conditions shall remain in force.
- 20.2 If any invalid, unenforceable or illegal Condition of the Contract would be valid, enforceable or legal if some part of it were deleted, the Condition shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. WAIVER

The failure by the Buyer to exercise or delay by the Buyer in exercising any right, power or remedy provided by the Contract or by law does not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers or remedies. No single or partial exercise of a right, power or remedy provided by the Contract shall prevent any further exercise of the right, power or remedy or the exercise of another right, power or remedy.

22. NOTICES

- 22.1 A notice under or in connection with the Contract shall be in writing and shall be delivered personally or sent by first class post, or recorded delivery.
- 22.2 In the absence of evidence of earlier receipt, service of a notice is deemed to have been effected as follows:
 - 22.2.1 if delivered personally, when left at the address referred to in Condition 22.1;
 - 22.2.2 if sent by post, two working days after posting it (excluding the day of posting); or

23. THIRD PARTY RIGHTS

- 23.1 The Buyer may perform any of its obligations or exercise any of its rights under these Conditions by itself or through any member of the Buyer's Group.
- 23.2 The limitations and exclusions of liability contained in these Conditions shall apply to any claims brought by or on behalf of the Buyer and/or any members of the Buyer's Group and the involvement of one or more members of the Buyer's Group shall not give rise to any increase in or multiplication of any cap placed upon the Buyer's liability.

- 23.3 Save as provided in this Condition 23, nothing in the Contract is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

24. CODE OF CONDUCT

It is a condition of the placing of business between the Buyer and the Seller and a material requirement of these Conditions that the Buyer's Code of Conduct for Suppliers, a copy of which is available on request, is strictly observed by the Seller.

25. ANTI-SLAVERY AND HUMAN TRAFFICKING

In performing its obligations under the Contract, the Seller shall: (i) comply with all Anti-Slavery and Human Trafficking Laws; (ii) and not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the MSA; (iii) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Condition 30; (iv) notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract; and (v) maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Buyer in connection with this Contract and permit the Buyer and its representatives to inspect the Seller's premises and records to audit the Seller's compliance with its obligations under this Condition 25.

The Seller represents and warrants that at the date of this Contract it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

26. DATA PROTECTION

In this Condition 26, "Process/Processing/Processed", "Data Controller", "Data Processor", "Data Subject", and "Personal Data" shall have the same meaning given to these terms in the Data Protection Laws. The Seller shall comply with and discharge all obligations relevant to this Contract under the Data Protection Laws. To the extent the Seller is Processing Personal Data on behalf of the Buyer, the Seller shall: (i) put in place technical and organisational measures to ensure that Personal Data is protected against loss, destruction and damage, and against unauthorised access, use, modification, disclosure or other misuse; (ii) use the Personal Data obtained as a result of this Contract only for the purposes of fulfilling its obligations under this Contract; (iii) comply with the instructions of the Buyer from time to time in connection with the use of such Personal Data at the Seller's own cost with such additional measures as the Buyer may direct pursuant to the Parties' respective obligations under the Data Protection Laws; (iv) not transfer Personal Data which has been obtained by or made available to the Seller to any country outside the United Kingdom without obtaining the prior written consent of the Buyer; and (v) upon termination of this Contract, cease Processing the Personal Data.

27. GOVERNING LAW AND JURISDICTION

These Conditions and the Contract shall be governed by English law.

In the event that the Seller is a company incorporated within the United Kingdom, the courts of England have exclusive jurisdiction to determine any disputes which may arise out of or in connection with these Conditions or the Contract.

In the event that the Seller is a company incorporated outside of the United Kingdom, then the dispute shall be referred to and settled by arbitration. Such arbitration proceedings shall take place in accordance with the Arbitration Rules of the London Court of International Arbitration as are in force at that time. The language of the arbitration shall be English and the seat of arbitration shall be London.