

Standard Terms and Conditions for the purchase of goods [and/or Services] (EXCLUDES Plant Hire)

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1. Terms and Definitions

The following words used in these conditions of purchase shall have the meanings set out as follows:

Term	Definition
Adequate Procedures	Adequate, reasonable or prevention procedures implemented by the Supplier for the purposes of (as applicable): (a) section 7 of the Bribery Act 2010; (b) Part 5 of the Economic Crime and Corporate Transparency Act 2023; or (c) section 46 of the Criminal Finances Act 2007.
Affiliate	(a) any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity; or (b) in respect of a party, means all of its parent undertakings or subsidiary undertakings from time to time (each term as defined in section 1162 Companies Act 2006) and any subsidiary undertakings of any such parent undertakings from time to time;
Applicable Laws	All applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction, and includes the Regulatory Laws;
Associated Person	A person associated with a party for the purposes of (as applicable): (a) section 7 of the Bribery Act 2010; (b) Part 5 of the Economic Crime and Corporate Transparency Act 2023; or (c) section 44 of the Criminal Finances Act 2007.
Aureos Policies & Procedures	The set of policies and procedures entitled 'Policies, Code of Conduct and Supplier Code of Conduct' provided to the Supplier at the point of onboarding;
Business Day	A day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Conditions	The Customer's terms and conditions of purchase set out in this document;
Confidential Information	Any commercial, financial or technical information, information relating to the Deliverables, plans, the terms of or background to the Contract, know-how or trade secrets which is reasonably likely to be considered confidential in nature or has been identified as confidential, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to or in relation to, the Contract;
Contract	The agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order;
Control	The beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;
Created IPR	Any Intellectual Property Rights created, developed or that otherwise come into existence of the Supplier providing any Deliverables.
Customer	The customer as set out in the Order;
Deliverables	The Goods or Services or both
Documentation	Any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables
Goods	The tangible and intangible goods and related accessories, articles, things, spare parts, Documentation and other material set out in the Order or understood by the parties or reasonably expected by the Customer to be included in the Goods and to be supplied by the Supplier to the Customer in accordance with the Contract;

Good Industry Practice	In relation to any undertaking and any circumstances, the exercise of the degree of skill, care, prudence and foresight which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;
Intellectual Property Rights	Copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: (a) whether registered or not, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future, (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
Insolvency Event	In relation to a party: (a) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; (b) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Customer reasonably believes that to be the case; (c) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986; (d) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986; (e) becomes subject to a restructuring plan under Part 26A of the Companies Act 2006; (f) becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006; (g) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; (h) has a resolution passed for its winding up; (i) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it; (j) is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within five (5) Business Days of that procedure being commenced; (k) has a freezing order made against it; (l) is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items; (m) is subject to any events or circumstances analogous to those in clauses (a) to (l) in any jurisdiction; (n) takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses (a) to (m) including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
Location	The address or addresses for delivery of the Goods and performance of the Services as set out in the Order or such other address or addresses as notified by the Customer to the Supplier;
Losses	Costs (including legal costs on a full indemnity basis and costs of enforcement), expenses, liabilities (including any tax liability), injuries, Losses, damages, claims, demands, proceedings and judgments, in each case whether direct or indirect, but subject to clause 9.2.
Order	The Customer's order document for the Deliverables, including all its schedules, attachments, annexures, statements of work and specifications;
Price	The meaning given in clause 5.1;
Prohibited Act	Engaging, facilitating, soliciting or contributing to any activity, practice or conduct which would constitute an offence under a Regulatory Law or that would cause the Customer to breach any Regulatory Law, each in connection with the performance of services for and on behalf of the Customer, the Deliverables, and the Contract.

Regulatory Laws	(a) the <i>Bribery Act 2010</i> and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010; (b) the <i>Criminal Finances Act 2017</i> and any Applicable Laws that relating to tax evasion or the facilitation of tax evasion; (c) the <i>Economic Crime and Corporate Transparency Act 2023</i> or any other Applicable Laws or common law creating offences concerning fraudulent acts; (d) the <i>Health and Safety at Work etc. Act 1974</i> and any other Applicable Laws relating to health and safety, which may apply to the Supplier in the performance of the Deliverables; (e) the <i>Modern Slavery Act 2015</i> and any other Applicable Laws that concern anti-slavery, compulsory labour and/or anti-human trafficking; each as that may apply to the Supplier in the performance of the Deliverables.
Services	The services to be supplied by the Supplier to the Customer in accordance with the Contract;
Supplier	The named party in the Contract who has agreed to sell the Deliverables to the Customer
Supplier Background IPR	Any Intellectual Property Rights owned or controlled by the Supplier prior to the commencement of the Contract.
Supplier Personnel	All employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and
VAT	Value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.
Warranty Period	12 months from the date the Services are performed, or the Goods are accepted (or any other date specified in the Order).

In these Conditions, unless the context otherwise requires:

- (a) a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- (b) any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- (c) a reference to a "party" means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
- (d) a reference to a "person" includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- (e) a reference to a "company" includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) any words that follow "include", "includes", "including", "in particular" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- (g) a reference to "writing" or "written" includes any method of reproducing words in a legible and non-transitory form including email (unless otherwise stated);
- (h) a reference to legislation is a reference to that legislation, including all subordinate legislation, as amended, extended, re-enacted or consolidated from time to time; and
- (i) a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. Application of these Conditions

- 2.1** Each Order by the Customer to the Supplier shall be an offer to purchase Deliverables subject to the Contract including these Conditions. The Supplier will be taken to have accepted an Order and these Conditions by delivering or performing the Deliverables or by otherwise representing to the Customer its intention to deliver or perform the Deliverables.
- 2.2** These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede all previously issued terms and conditions of purchase or supply to the exclusion of any other terms. No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent agreed to by the Customer in its discretion.
- 2.3** These Conditions will not supersede or replace any existing supply agreement in writing between the Customer and the Supplier and, unless otherwise notified by the Customer, any such existing supply agreement will continue in full force to the exclusion of these Conditions.

3. Delivery of Goods and Performance of Services

- 3.1** The Goods shall be delivered to the Location on the date(s) specified in the Order (or on such date(s) as notified to the Supplier by the Customer) and during the Customer's normal business hours. The Goods shall be deemed delivered on completion of unloading of the Goods. Goods may be delivered and invoiced in instalments with prior written approval of the Customer.
- 3.2** The Services shall be performed by the Supplier at the Location on such date(s) notified to the Supplier by the Customer) and during the Customer's normal business hours. The Services shall be deemed performed on completion of the performance of the Services.
- 3.3** Each delivery of Goods or performance of the Services shall be accompanied by a delivery or completion note which must include (as applicable):
- a) the Order number and date;
 - b) the relevant Customer and Supplier details; and
 - c) if Goods, the product numbers, net and gross weights, type and quantity in the delivery, individually itemised, including any prominent and adequate warnings where the Goods and/or their packaging contain hazardous goods (including any relevant Safety Data Sheets); and
 - d) any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables.
- 3.4** Time of delivery or performance is of the essence. If the Supplier fails to deliver any of the Goods or perform any of the Services by the date(s) specified, the Customer may (without prejudice to its other rights and remedies):
- a) terminate the Contract in whole or part;
 - b) purchase the same or similar Deliverables from another supplier;
 - c) refuse to accept the delivery or performance of any more Deliverables under the Contract; or
 - d) recover from the Supplier all costs and Losses resulting to the Customer from the failure in performance or delivery, including the difference between the Price and the amount payable to acquire the relevant Deliverables from an alternative supplier and any loss of profit.

- 3.5** The Supplier must repair or replace at no cost any Goods damaged or lost in transit notified to it by the Customer.
- 3.6** Supplier equipment used in delivery or performance shall remain at the Supplier's sole risk, including when at the Location otherwise at the Client's premises.

4. Acceptance, Rejection and Inspection

- 4.1** Deliverables will not be accepted or deemed accepted until the Customer has notified the Supplier of such acceptance in writing. All Deliverables must meet the following requirements (as applicable):
- a) the Goods and delivery note comply with clause 2.3 and have been delivered to the Location;
 - b) the Services have been performed at the Location; and
 - c) all pre-delivery and post-delivery acceptance tests and inspections required by the Customer have been completed to the satisfaction of the Customer acting reasonably and results provided to the Customer. Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables.
- 4.2** The Customer shall be entitled to reject any Deliverables which are not compliant with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in connection with those Deliverables shall not constitute a waiver of the Customer's right to reject.
- 4.3** Where the Customer rejects any Goods, the Customer may direct the Supplier to collect the Goods or return the Goods to the Supplier, each at the Supplier's cost and risk. If the Supplier fails to collect any rejected Goods within one month, the Customer may dispose of the rejected Goods by any means without liability to the Supplier. The Supplier must pay all reasonable costs incurred by the Customer in storing the rejected Goods.

5. Title and Risk in Goods

- 5.1** Risk in the Goods shall pass to the Customer on the later of (1) acceptance of the Goods and (2) payment by the Customer for those Goods.
- 5.2** Title shall pass to the Customer on the earlier of (1) acceptance of the Goods and (2) payment by the Customer for those Goods. The Supplier warrants and represents that, at the time that title passes to the Customer, it has or will have full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to the Customer.
- 5.3** The Supplier shall not have a lien on, right of stoppage in transit, or other rights in or to any Goods title to which have vested in the Customer and must ensure that relevant third parties accept the exclusion of such lien and rights.

6. Price and Payment terms

- 6.1** The price for the Deliverables shall be specified in the Order or, where not specified, shall be a reasonable price determined by the Customer (Price). All Prices are fixed at the time the Order is placed, and the Price includes packaging, delivery, unloading, unpacking, shipping, carriage, insurance and all other charges or taxes (other than VAT) related to the Goods and Services. The Price is exclusive of VAT unless otherwise stated.
- 6.2** The Supplier acknowledges that, where an Order includes the supply of building and construction services and the Supplier is both Construction Industry Scheme registered and VAT registered, payments under the Contract may be subject to the VAT reverse charge for construction services under the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (SI 2019 No. 892).
- 6.3** The Supplier must not invoice the Customer unless they Customer has issued an Order. Invoices must only be issued as follows:
- a) the Goods on or after the completion of delivery of the Goods or, if later, the Customer's acceptance of the Goods; and
 - b) the Services on or after the completion of the performance of the Services or, if later, the Customer's acceptance of the Services.

- 6.4** The Supplier acknowledges that invoices submitted without an Order in place will not be processed for payment.
- 6.5** Each invoice must state the Order number, the amount due for payment and the calculation basis for that amount (Notified Sum), any applicable VAT, the invoice date and sufficient information to enable payment by the Customer. Invoices may be issued for payment of all or part of the Deliverables, provided that the Customer may not issue more than invoice per calendar month.
- 6.6** Subject to clause 5.7, the Customer shall pay the Notified Sum within 45 days following the end of the calendar month in which the invoice is received by the Customer or as otherwise notified by the Customer (in the Order or otherwise). Time of payment to the Supplier is not of the essence.
- 6.7** The Customer may set-off under the Contract or any other contract between the Customer and the Supplier any liability which it has or any sums which it owes to the Supplier. The Supplier shall pay all sums that it owes to the Customer under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

7. Warranty

- 7.1** The Supplier undertakes, warrants and represents that it:
- a) will perform its obligations under this Contract promptly and diligently with all reasonable skill and care and in accordance with Good Industry Practice;
 - b) holds all consents, licences, permissions, permits and authorisations necessary to deliver and perform the Deliverables;
 - c) will ensure that all Documentation provided in connection with the Deliverables is accurate, complete and is of high quality;
 - d) will comply with the Aureos Policies and Procedures;
 - e) comply with all Applicable Laws and any other site safety or security requirements that apply at any of the Customer's premises including the Location;
 - f) shall conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Deliverables prior to delivery or performance as the Customer may require at its sole discretion.
- 7.2** The Supplier undertakes, warrants and represents that, during the Warranty Period the Deliverables shall:
- a) be free from defects in design, materials and workmanship;
 - b) be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as applicable);
 - c) conform to any patterns or samples and quality provided, any applicable performance standards, any descriptions given in the Order and any quotations, estimates and sales materials;
 - d) be in accordance with any relevant British Standard, relevant code of practice (including those issued by the BSI Group), Good Industry Practice and any applicable agrément certificate issued by the British Board of Agrément; and
 - e) be fit for purpose and any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement.
- 7.3** Approval by the Customer of any design or specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 6.
- 7.4** The Customer may (even if previously accepted in accordance with clause 3) reject any Deliverables that do not comply with clause 6.2 on written notification to the Supplier. Within 10 Business Days of receiving such notification, the Supplier must at its cost and risk and at the Customer's option, promptly repair or replace the Goods; remedy or re-perform the

Services; or provide the Customer with a full refund of the Price of those rejected Deliverables (as applicable). Clause 3.3 applies to any Goods that are rejected under this clause.

7.5 The Warranty Period will recommence (and restart from the beginning) from the date of the repair, replacement correction or re-performance, but only in respect of that part of the Deliverables that repaired, replaced or made good.

7.6 The Supplier shall provide all Deliverables with the benefit of any manufacturer's guarantees, warranties and indemnities relating to the Deliverables. Where any such guarantees, warranties and indemnities may not be assigned, the Supplier shall hold them on trust for the Customer and shall enforce them in accordance with any reasonable directions notified by the Customer from time to time to the Supplier.

7.7 The Customer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and remedies to which the Customer may be entitled. The conditions, warranties and terms implied by sections 12 to 16 of the Supply of Goods and Services Act 1982 and sections 13 to 15 of the Sale of Goods Act 1979 are not excluded.

8. Prohibited Acts

8.1 The Supplier undertakes, warrants and represents that, in relation to each Contract:

- a) it has not and will not commit a Prohibited Act, and will use reasonable endeavours to procure that its Associated Persons will not commit a Prohibited Act;
- b) it will not engage in any activity, practice or conduct which constitutes an offence under Regulatory Laws (or would do so if carried out in the United Kingdom);
- c) it has implemented due diligence procedures that are regularly undertaken to ensure that it and its Affiliates are and remain compliant with clauses 7.1(a) and 7.1(b).
- d) it has and will maintain Adequate Procedures that apply to it, its Affiliates and its Associated Persons and:
 - i. which are endorsed from the Supplier and its Affiliates top-level management; and
 - ii. include clear written guidance and training to each of the Supplier Associated Persons that are involved in the performance of services for or on behalf of the Customer, in the performance of the Deliverables, or with the Contract.

8.2 The Supplier undertakes, warrants and represents that it has not, and to the best of its knowledge, information and belief, none of its Affiliates or Associated Persons have:

- a) been notified that it is subject to an investigation relating to or connected with a Prohibited Act or charged with having committed or in connection with the commission of a Prohibited Act;
- b) and is not aware of any circumstances within its operations and supply chain that could give rise to an investigation relating to a Prohibited Act;
- c) received any court orders, warrants, or oral or written notices from a government prosecuting authority concerning any actual or alleged commission of a Prohibited Act; or
- d) received any report or discovered any evidence suggesting that the Supplier, its Affiliates or any Associated Person has committed a Prohibited Act.

8.3 The Supplier must immediately notify the Customer as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 7. Such notice must set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

8.4 Where an investigation relating to a Prohibited Act is commenced (either by the Customer or a third party) in connection with the performance of services for or on behalf of the Customer, in the performance of the Deliverables, or with the Contract, the Supplier must provide all reasonably required assistance to the Customer, including the prompt provision of

any requested information. Nothing in this clause requires the Customer to provide information that is protected by legal professional privilege.

- 8.5** Any breach of this clause 7 by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle the Customer to immediately terminate the Contract by notice under clause 14.1(b)(i).

9. Insurance

- 9.1** The Supplier shall maintain in force insurance policies as required by Applicable Law, which, unless otherwise specified in writing by the Customer, must include:

- a) for the period from acceptance of an Order of Goods until risk in those Goods passes to the Customer in accordance with clause 4.1, insurance for the full replacement value of those Goods against the typical risks including accident, fire and theft; and
- b) for 6 years from completion or performance of the Deliverables (or if applicable, the date of termination of the Contract);
 - i. employers' liability insurance in respect of Supplier Personnel of at least £10 million pounds per occurrence or series of occurrences arising from any one event or the minimum required by Applicable Law (if greater);
 - ii. general third-party liability (including product liability) insurance with a combined bodily injury and property damage limit of at least £10 million pounds per occurrence or series of occurrences arising from any one event; and
 - iii. where the Deliverables include the provision of any advice, design, specification or professional services professional indemnity insurance with a limit of at least £2 million pounds per claim and in the annual aggregate.

- 9.2** The Supplier must:

- a) comply with all requirements of the relevant insurers, and notify the Client as soon as reasonably practicable if it is (or may be) unable to comply, with any insurance requirement or if a required insurance is cancelled or materially changes;
- b) pay all premiums due and bear all excesses, deductibles and/or franchises; and
- c) provide evidence to the Supplier of such insurance on request by the Customer.

10. Liability

- 10.1** Subject to clauses 9.2 and 9.3, each party's maximum aggregate liability to the other party is equal to 100% of the Price.

- 10.2** Neither party will be liable for any consequential, indirect or special Losses (including loss of profit, loss of revenue, loss of contract or loss of or harm to reputation or goodwill). The parties acknowledge and agree that the Customer may recover the following from the Supplier as direct Losses (which are not exclusive):

- a) the cost of selecting, procuring, installing and testing replacement goods or services;
- b) wasted expenditure or unnecessary charges (including regulatory fines);
- c) liability to third parties; and
- d) the cost of rectifying lost or damaged data.

- 10.3** Nothing in this Contract limits or excludes either party's liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) any liability that cannot be excluded or limited by Applicable Law.

11. Indemnity

11.1 The Supplier shall indemnify, and keep indemnified, the Customer and its Affiliates from and against any Losses which the Customer or its Affiliates may suffer or incur directly or indirectly as a result of or in connection with:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) any breach of clauses 6.1, 6.2 or 7;
- d) any claim that of the Deliverables, Created IPR or Supplier Background IPR actually or allegedly infringes the Intellectual Property rights of a third party; and
- e) any claim made against the Customer or its Affiliates in respect of any Losses sustained by the employees or agents or any customer of the Customer or of its Affiliates as a result of any breach of clauses 6.1 or 6.2.

12. Intellectual Property Rights

12.1 All Created IPR shall vest in and remain at all times the property of the Customer and the Supplier may only use such Created IPR as necessary to perform its obligations under the Contract. The Supplier must assign (or shall procure the assignment) to the Customer all right, title and interest in any Created IPR, and the Supplier shall do all things necessary to so vest all Created IPR in the Customer.

12.2 The Supplier shall provide the Customer with a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence to use, copy, translate and amend any Supplier IPR for purposes in connection with the Deliverables.

13. Confidentiality and Announcements

13.1 The Supplier shall keep confidential all Confidential Information of the Customer and of any Affiliate of the Customer and shall only use the same as required to perform the Contract. The provisions of this clause 17 shall not apply to:

- a) any information which was in the public domain at the date of the Contract;
- b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- c) any information which is independently developed by the Supplier without using information supplied by the Customer or by any Affiliate of the Customer; or
- d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

13.2 The Supplier shall not make any public announcement or disclose any information regarding the Contract, except as permitted by the Customer in writing and otherwise to the extent required by law or regulatory authority.

13.3 This clause 12 shall remain in force for two years from the date the Deliverables are delivered or performed.

14. Processing of personal data

14.1 For the purposes of this clause 18:

- a) "Controller" shall have the meaning given in applicable Data Protection Laws from time to time;
- b) "Data Protection Laws" means all Applicable Law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Deliverables, including:
 - i. the GDPR;
 - ii. the Data Protection Act 2018;
 - iii. the Data (Use and Access) Act 2025;

- iv. the Privacy and Electronic Communications (EC Directive) Regulations 2003;
 - v. any laws which implement or supplement any such laws;
 - vi. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and
 - vii. all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);
- c) "Data Protection Supervisory Authority" means any regulator, authority or body responsible for administering Data Protection Laws;
- d) "Personal Data" shall have the meaning given in applicable Data Protection Laws from time to time;
- e) "Processing" has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly);
- i. "Protected Data" means Personal Data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of the Supplier's obligations under the Contract;

14.2 In relation to the Processing of Personal Data under the Contract, the Parties acknowledge and agree that:

- a) the Supplier and the Client act in the capacity of independent Controllers and each are separately responsible for compliance with Data Protection Laws;
- b) the Personal Data shall be limited to business contact Personal Data necessary to enable the Supplier to provide to the Customer the Deliverables as set out in the Contract, including business contact details of employees and those working for or on behalf of the parties such as names, business addresses and other contact details; and
- c) where it is necessary to process Personal Data other than as set out in this clause 13, the parties agree to enter into a separate Data Processing Agreement which, when agreed shall form as an extension to the Contract.

14.3 The Supplier shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall reflect the nature of the Protected Data.

14.4 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom.

15. Termination

15.1 The Customer may terminate the Contract or any other contract it has with the Supplier:

- a) in the Customer's discretion on 20 days written notice;
- b) immediately on written notice if:
 - i. the Supplier suffers an Insolvency Event;
 - ii. the Supplier commits a material breach of the Contract, and such breach is not remediable (in the Customer's reasonable opinion);
 - iii. the Supplier commits a material breach of the Contract which is not remedied within 10 days of receiving written notice of such breach; or
 - iv. any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract.

16. Consequences of termination

16.1 Following any termination under clause 14, on receipt of validly issued and properly documented evidence, the Customer shall pay for:

- a) in respect of Goods, that part of the Price which relates to the Goods which at the time of termination have been delivered to and accepted by the Customer; and

- b) in respect of Services, that part of the Price that relates to the Services which at the time of termination have been performed and accepted by the Customer.

16.2 To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of termination.

16.3 Where the Contract is terminated in accordance with clause 14.1(b), the Customer shall be entitled to recover from the Supplier any additional costs, which have been reasonably incurred by the Customer in obtaining the Goods and/or the Services (from a third party) not supplied by virtue of the termination.

16.4 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Customer at any time up to the date of termination.

17. Notices

17.1 A notice given under or in connection with the Contract shall be in writing and sent to the relevant party's address or email address given in the Order or as otherwise notified and will be deemed to be received as follows:

- a) if delivered by hand, at the time the notice is left at the address; or
- b) if sent by pre-paid first-class post or next working day delivery service providing proof of delivery, at 9.00am on the second Business Day after posting; or
- c) if sent by email, at the time of transmission,

provided that if deemed receipt would occur outside 9.00 am to 5.00pm, then receipt shall be deferred to 9.00am on the next Business Day.

18. Further Assurance

18.1 The Supplier shall at the request of the Customer, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

19. Entire Agreement

19.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

19.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

19.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

20. Variation

20.1 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

21. Assignment

21.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Customer's prior written consent (in its absolute discretion).

22. No Partnership or Agency

- 22.1** Nothing in the Contracts establishes any joint venture, trust, fiduciary or other relationship between the parties. No party has any authority to make any commitments on the other party's behalf.

23. Severance

- 23.1** If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

24. Waiver

- 24.1** No failure, delay or omission by the Customer in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 24.2** A waiver of any term, provision, condition or breach of the Contract by the Customer shall only be effective if given in writing and signed by the Customer, and then only in the instance and for the purpose for which it is given.

25. Conflicts within Contract

- 25.1** If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

26. Costs and Expenses

- 26.1** The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

27. Third Party Rights

- 27.1** Except as expressly provided for in clause 26.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 27.2** Any Affiliate of the Customer shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

28. Dispute Resolution

- 28.1** Any dispute arising between the parties out of or in connection with the Contract must be dealt with in accordance with as follows:
- a) the party initiating the dispute must service a notice on the other party confirming there is a dispute and providing all reasonable information connected with the dispute;
 - b) representatives of each parties must meet and attempt to resolve the dispute;
 - c) if the dispute is not resolved within 21 days, the parties must refer the dispute to nominated senior representatives; and
 - d) if the dispute is not resolved with 14 days of the referral in clause 27.1(c), either party may commence legal proceedings.

29. Governing Law and Jurisdiction

- 29.1** The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 29.2** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).