

TERMS AND CONDITIONS OF PURCHASE (Effective from 15th April 2019) (2019/1 EDITION)

1. INTERPRETATION

1.1 In these terms and conditions:

"Company" means ALTEK-EUROPE LTD incorporated in England (Company number 6264798) whose registered office is at Lakeside House, Turnoaks Business Park, Burley Close, Chesterfield, Derbyshire S40 2UB;

"Conditions" means these terms and conditions as amended from time to time pursuant to condition 2.6;

"Confidential Information" means any commercial, financial or technical information relating to a party or its products, personnel, suppliers, plans, know-how or trade secrets and other information which, given its nature or circumstances of disclosure, reasonably ought to be treated as confidential or has been identified as such whether or not such information is made available prior to or pursuant to the Contract;

"Contract" means the contract between the Company and the Seller for the supply of Goods and/or Services comprising the Order and these Conditions;

"Documentation" any documentation required in relation to the Goods and the assembly, installation or operation thereof including weld certifications, certificates of conformity, schematic and component manuals;

"Goods" means the goods (if any) described in the Order;

"Implementation" means Goods have been delivered in full to the Company's nominated location and are installed and/or operational;

"Intellectual Property Rights" means any patents, designs, copyright, know-how, trade marks, service marks and trade names and rights of a similar or corresponding nature in any part of the world whether registered or not or capable of registration or not and including all applications and the right to apply for any of the foregoing rights;

"Order" means a purchase order issued by the Company to the Seller;

"Seller" means the person, firm or company named in the Order;

"Services" means the services (if any) described in the Order; and

"Work" means either the supply of Goods or provision of Services or both.

1.2 A reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time. Headings in these Conditions are for convenience only and shall not affect their interpretation. The words 'includes', 'including' or 'in particular' where they appear after a word or phrase shall not operate to restrict or limit the generality of such preceding word or phrase.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Company to purchase Goods and/or Services from the Seller in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 The Seller confirming acceptance of the Order; or

2.2.2 Any act by the Seller consistent with fulfilling the Order at which point and on the date the Contract shall come into existence.

2.3 An Order may be withdrawn or amended by the Company at any time before acceptance by the Seller as referenced above.

2.4 These Conditions shall apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 All of these Conditions shall apply to the supply of both Goods and Services

except where the application to one or the other is specified.

- 2.6 These Conditions shall apply to all Orders issued by the Company and no variation or deletion shall be effective unless agreed in writing by the Company.
- 2.7 The Seller shall provide the Goods and/or Services to the Company, or to such third party as the Company may specify.

3. SUPPLY OF GOODS

- 3.1 The Seller shall ensure that the Goods shall:
- 3.1.1 correspond with their description and any applicable specification for the Goods;
- 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Seller or made known to the Seller by the Company, expressly or by implication, and in this respect the Company relies on the Seller's skill and judgment;
- 3.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after Implementation;
- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- 3.1.5 meet all standards referred to or stated in the Order.
- 3.2 The Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Company shall have the right to inspect and test the Goods at any time before Implementation. If following such inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Seller's undertakings at Condition 3.1, the Company shall inform the Seller and the

Company shall immediately take such remedial action as is necessary to ensure compliance.

- 3.4 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Seller's obligations under the Contract, and the Company shall have the right to conduct further inspections and tests after the Seller has carried out its remedial actions.

- 3.5 The Seller shall promptly supply all Documentation needed in respect of the Goods to the Company

4. PRICE AND PAYMENT

- 4.1 Time for payment shall not be of the essence.
- 4.2 Payment of properly constituted and substantiated invoices from the Seller shall, unless otherwise agreed, be made by the Company 30 days following the end of the month in which the invoice was received by the Company.
- 4.3 The price for the Work shall be as stated in the Order and shall be inclusive of, inter alia, packaging, freight and insurance costs, delivery charges or tests requested by the Company and in no event whatsoever will the Company be liable to make any payment for or in respect of Work provided in excess of such stated price. If there is any reduction in the cost of the Work to the Seller the invoiced amount and price payable by the Company shall be reduced accordingly.
- 4.4 Without prejudice to Condition 4.3 the Company shall pay the price of the Work on the terms and in the currency set out in the Order and it shall be a pre-condition of payment that all invoices shall bear the relevant Order reference number.
- 4.5 In respect of Goods, the Seller shall invoice the Company after completion of delivery or as otherwise agreed in the Order.
- 4.6 In respect of Services, the Seller shall invoice the Company on completion of

the Services, or at such other time as may be agreed by the parties in writing.

- 4.7 The Seller shall have no right to any lien over the Goods nor to any right of stoppage in transit whatsoever.
- 4.8 All amounts payable by the Company under the Contract are exclusive of amounts in respect of value added tax (VAT) chargeable from time to time.
- 4.9 The Company reserves the right to deduct from any monies due or becoming due to the Seller any monies due from the Seller to the Company on any account.
- 4.10 The Seller shall not be permitted to invoice the Company for the final payment for the Goods until all required Documentation has been supplied to the Company.

5. PACKING

- 5.1 The Seller shall ensure that the Goods are packed in accordance with the terms of the Order. If there are no express terms as to packing in the Order, the Seller shall ensure that the Goods are packed so as to be delivered in good condition.
- 5.2 Without prejudice to Conditions 5.1 and 5.6 individual packages shall be packaged to comply with reasonable safety standards and to enable handling by mechanical means and if the Goods are not so packaged the Company may, at its option, reject the Goods or require the Seller at the Seller's cost to repackage the Goods
- 5.3 The Company shall be under no obligation to return any packing materials.
- 5.4 Without prejudice to Condition 7.4, **Error! Reference source not found.** the Company shall not waive any of its rights or be responsible for any failure to give notice to carriers of loss, damage, delay or detention in transit, or non-delivery
- 5.5 The Seller agrees on request to supply the Company with any necessary declarations and documents stating the origin of the Goods.

- 5.6 All deliveries of Goods shall be accompanied by complete and accurate instructions to enable the Goods to be used properly and safely. Any dangerous or potentially dangerous Goods shall be prominently marked as such in English and shall be labelled, packaged, transported and delivered in accordance with any and all relevant regulations (including UK and EC legislation). All transport and other documents shall include in English a declaration of any hazard together with the name of the hazardous material and proper emergency information (whether by written instructions, labelling or marking).

6. DELIVERY

- 6.1 The Seller shall deliver the Goods between the hours of 9.00am and 5.00pm Monday to Thursday and 9.00am and 12.00pm on Fridays (excluding public holidays in England). Without prejudice to Condition 7.2, delivery of Goods shall only have taken place on the physical transfer of the Goods to the Company during the above hours at the address for delivery stated in the Order and handover to a carrier shall not be delivery to the Company.
- 6.2 Time for delivery of Goods shall be of the essence, so that upon any delivery of Goods being late, the Company may cancel the Contract or issue a notice suspending such delivery until further notice. The Company shall not be liable for any loss or expense suffered by the Seller (whether directly or indirectly) as a result of such cancellation or suspension.
- 6.3 If the Company so requests, the Goods shall be provided in instalments. Time for the provision of each instalment shall in each case be of the essence so that any failure to provide an instalment on time will entitle the Company to terminate the entire Contract.
- 6.4 The Seller shall ensure that a delivery note bearing the relevant Order reference number accompanies the Goods and that, on the same day that the Goods are despatched, post to the Company (under

- separate cover) a delivery advice note. The Company may, at its option, reject Goods in respect of which the delivery note does not bear the relevant Order reference number.
- 6.5 The Company shall be entitled to postpone the date or dates for the delivery of Goods on the occurrence of an event or a sequence of events beyond the Company's reasonable control which unavoidably affects the Company's business, including any act of God, war, riot, strike, lock out, trade dispute, fire, breakdown, mechanical failure, disruption of transport or energy supplies or Government action. If the delivery date is so postponed to a later date, the provisions of Conditions 6.1 and 6.2 shall apply to such later delivery date. The Company may, in the notice suspending delivery, stipulate a period of suspension at the expiry of which, if the event still prevails, the Company may, at its option, cancel the Contract without incurring any liability whatsoever arising therefrom.
- 6.6 Without prejudice to Conditions 6.2 and 6.4, if there is any delay in delivery, for whatever reason whether or not resulting from the fault of the Company, the Goods shall be stored at the Seller's risk and expense.
- 6.7 The Seller shall notify the Company forthwith of any circumstances arising or anticipated to arise which may affect provision of the Goods at the agreed times.
- 6.8 The signature of any employee, representative or agent of the Company on any delivery note or other documentation presented for signature in connection with delivery of the Goods, shall solely be evidence that certain Goods have been delivered but not as to them being of good condition or of the correct specification, quality or quantity.
- 6.9 If the Seller:
- 6.9.1 delivers less than 95 per cent of the quantity of Goods ordered, the Company may reject the Goods; or
- 6.9.2 delivers more than 105 per cent of the quantity of the Goods ordered, the Company may at its sole discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Seller's risk and expense. If the Seller delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 7. TITLE AND RISK**
- 7.1 Title to the Goods shall pass to the Company upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Company once payment has been made. The Goods delivered shall be at the risk of the Company from the time of delivery in accordance with Condition 7.2.
- 7.2 Without prejudice to Conditions 6.8 or 6.9 time of delivery shall be determined as the time at which a copy of the delivery notice accompanying the Goods delivered is signed by a duly authorised employee or agent of the Company.
- 7.3 Notwithstanding and in addition to, any implied obligations which the Seller may be under by virtue of the fact that the Goods remain at the risk of the Seller until delivery the Seller shall replace free of charge any Goods destroyed, damaged or lost, or which have deteriorated, during the course of transit. Section 33 of the Sale of Goods Act 1979 shall not apply.
- 7.4 All Goods rejected or returned for any reason shall be at the risk of the Seller during transit back to the Seller.
- 8. SUPPLY OF SERVICES**
- 8.1 The Seller shall from the date set out in the Order and for the duration of the Contract provide the Services to the Company in accordance with the terms of the Contract.
- 8.2 The Seller shall meet any performance dates for the Services specified in the Order or notified to the Seller by the Company.

- 8.3 In providing the Services, the Seller shall:
- 8.3.1 co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company.
 - 8.3.2 perform the Services with all due care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
 - 8.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with the Contract;
 - 8.3.4 ensure that the Services will conform with all descriptions and specifications set out in the Order;
 - 8.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 8.3.6 use the best quality goods, materials, standards and techniques, and ensure that all Goods and materials supplied and used in the Services or as delivered to the Company, will be free from defects in workmanship, installation and design;
 - 8.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - 8.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises or the premises of any customer of the Company;
 - 8.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Company to the Seller ("**Company Materials**") in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose or use the Company Materials other than in accordance with the Company's written instructions or authorisation;

- 8.3.10 not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Seller acknowledges that the Company may rely or act on the Services; and
- 8.3.11 not do anything which may adversely affect, damage or destroy the reputation and goodwill of the Company.

9. COMPANY REMEDIES

- 9.1 If the Seller fails to deliver the Goods and/or perform the Services by the applicable date(s) previously agreed in writing, the Company shall, without limiting its other rights or remedies, have one or more of the following rights:
 - 9.1.1 to terminate the Contract with immediate effect by giving written notice to the Seller;
 - 9.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Seller attempts to make;
 - 9.1.3 to recover from the Seller any costs incurred by the Company in obtaining substitute goods and/or services from a third party;
 - 9.1.4 where the Company has paid in advance for Services that have not been provided by the Company and/or Goods which have not been delivered by the Seller, to have such sums refunded by the Seller; and
 - 9.1.5 to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's failure to meet such dates.
- 9.2 If the Seller has delivered Goods that do not comply with the undertakings set out in Condition 3.1, then, without limiting its other rights or remedies, the Company shall have one or more of the following rights, whether or not it has accepted the Goods:

- 9.2.1 to reject the Goods (in whole or in part) whether or not title has passed and to require the Seller to collect the Goods during the Company's normal business hours at the Seller's own risk and expense;
- 9.2.2 to terminate the Contract with immediate effect by giving written notice to the Seller;
- 9.2.3 to require the Seller to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 9.2.4 to refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
- 9.2.5 to recover from the Seller any expenditure incurred by the Company in obtaining substitute goods from a third party;
- 9.2.6 to claim damages for any additional costs, loss or expenses incurred by the Company arising from the Seller's failure to supply Goods in accordance with Condition 3.1.
- 9.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Seller.
- 9.4 The Company's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
- 9.5 The Company's rights (including the Company's right to reject the Work) against the Seller under the provisions of this Condition 9 shall in no way be prejudiced if the Work is not inspected until used or if the Work is shown to be unsuitable or defective after it is put into use. The completion of any such inspection shall not constitute acceptance that the Work conforms to these Conditions and the provisions of this Condition 9 shall remain in full force and effect whether or not such inspection revealed, or should have revealed, any defect in respect of the Work.
- 9.6 In the event of the exercise by the Company of the right to reject the Work or to terminate or cancel the Contract, any deposit paid by the Company shall be repaid within 7 days of such rejection or termination.
- 9.7 Where all or any part of the Goods are rejected, and the Seller is requested to collect the Goods (or any part thereof) the Company shall not in any event be:
- 9.7.1 liable whether in contract or in tort and whether as bailee or in any capacity, for any theft or loss of, or damage to, or destruction of, those Goods however caused;
- 9.7.2 under any obligation to insure those Goods whilst in its possession;
- 9.7.3 under any obligation to take reasonable care of or exercise caution in respect of those Goods.
- 9.8 If the Seller fails to collect the rejected Goods as requested within 7 days of such request the Company may return the Goods to the Seller entirely at the risk and expense of the Seller. Notwithstanding the foregoing the Company shall have a lien over the rejected Goods in respect of any part of the price actually paid by the Company for those Goods and in respect of any deposit paid by the Company.
- 9.9 If the Seller fails to collect within a reasonable time as requested, Goods which have been rejected by the Company, the Company shall have the right at any time after written notice is given to the Seller, to sell or dispose of such Goods as it sees fit. The Company shall account to the Seller for any proceeds of sale it receives as a result, save that it shall be entitled to retain sufficient monies to recover any expenses it has incurred, or will incur, as a result of its continued possession of the rejected Goods or disposal of those Goods.
- 9.10 Section 35A of the Sales of Goods Act 1979 shall apply.

10. COMPANY OBLIGATIONS

- 10.1 The Company shall:
- 10.1.1 provide the Seller with reasonable access at reasonable times to the Company's premises for the purpose of providing the Services; and
- 10.1.2 provide such information as the Seller may reasonably request for the provision of the Services and the Company considers reasonably necessary for the purpose of providing the Services.

11. INDEMNITY AND INSURANCE

- 11.1 Notwithstanding and in addition to the foregoing provisions, the Seller shall fully indemnify, and keep fully indemnified the Company from and against all claims, demands, actions, damages, losses (including lost savings, revenue, profit or loss of contract) as well as any costs or expenses (including professional legal fees and expenses) suffered by the Company as a result of or arising out of (whether directly or indirectly):
- 11.1.1 the provision of Work, any use of the Goods, any misrepresentation, any delays in production, any breach of contract any breach of statutory duty, any tort (including negligence), or any act or omission by the Seller, its employees, sub-contractors or agents;
- 11.1.2 any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors;
- 11.1.3 any claim made against the Company by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors;

- 11.1.4 any claim made against the Company by a third party arising out of, or in connection with, use or possession of any of the Goods infringes the Intellectual Property Rights of any third party;
- 11.1.5 any claim made against the Company by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors.
- 11.2 For the duration of the Contract and for a period of five years thereafter, the Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 11.3 This Condition 11 shall survive termination or expiry of the Contract.

12. CONFIDENTIALITY

- 12.1 Each party ("**receiving party**") agrees it shall use Confidential Information disclosed or made available by the other party ("**disclosing party**") only for the performance of its obligations and exercise of its rights under the Contract and that it shall not disclose or reveal the disclosing party's Confidential Information except in so far as expressly permitted in accordance with this Condition 12.
- 12.2 The provisions of this Condition 12 shall not apply to disclosure of any information:
- 12.2.1 which was in the public domain at the date of the Contract or which comes into the public domain, other than as a consequence of any breach of the Contract or any related agreement by the receiving party;

- 12.2.2 which can be shown to have been independently known to or developed by the receiving party without reference to the disclosing party's Confidential Information; or
- 12.2.3 that the receiving party is compelled to disclose by a court or regulatory authority, in which case (where lawfully permitted) it will inform the disclosing party of any actual or potential disclosure of its Confidential Information as soon as possible.
- 12.3 The receiving party may disclose or make the disclosing party's Confidential Information available to the receiving party's directors, officers, employees, authorised representatives and advisers in so far as such disclosure is necessary in connection with the Contract or its enforcement but on the condition that those parties are themselves subject to binding confidentiality obligations in respect of such Confidential Information that are at least as restrictive as those hereunder.
- 12.4 This Condition 12 shall survive termination or expiry of the Contract.
- 12.5 The Seller shall not make any public statement regarding the Work or the Contract, except with the Company's prior written agreement.

13. TERMINATION

- 13.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Company if:
 - 13.1.1 the Seller commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach:
 - 13.1.2 the Seller is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; the Seller enters into any compromise or arrangement with its creditors; a petition

is filed or an order is made, for or in connection with the winding up of the Seller; the Seller (being an individual) is the subject of a bankruptcy petition order; a creditor or encumbrancer of the Seller attaches or takes possession of, or a distress, execution, sequestration or other such process is levied against, the whole or any part of its assets; an application is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given; a floating charge holder over the assets of the Seller has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over the assets of the Seller or a receiver is appointed over the assets of the Seller;

- 13.1.3 any event occurs, or proceeding is taken, with respect to the Seller in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in Condition 13.1.2; or
- 13.1.4 the Seller suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
- 13.2 Without limiting its other rights or remedies, the Company may terminate the Contract;
 - 13.2.1 In respect of the supply of Services by giving the Seller three months' written notice; and
 - 13.2.2 in respect of the supply of Goods, with immediate effect by giving written notice to the Seller, in which case the Company shall pay the Seller fair and reasonable compensation for any work in progress on any Goods as at the date of such termination but such payment shall be for costs or losses directly incurred in that regard and shall not include compensation for loss of opportunity, revenue or profits (direct or indirect) or for any indirect or consequential loss alleged to have been suffered by the Seller. The Seller shall supply, to the satisfaction of the Company documentary proof of costs incurred for such work in progress.

13.3 In any of the circumstances in these Conditions in which the Company may terminate the Contract, where both Goods and Services are supplied, the Company may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

14. CONSEQUENCES OF TERMINATION

On termination of the Contract or any part of it for any reason:

- 14.1 where the Services are terminated, the Seller shall immediately return to the Company all Company Materials. If the Seller fails to do so, then the Company may without limiting its other rights or remedies enter the Seller's premises and take possession of them. Until they have been returned or delivered, the Seller shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- 14.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- 14.3 notwithstanding Condition 21, any other conditions which expressly or by implication have effect after termination shall continue in full force and effect.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 In respect of the Goods and any goods or other materials (in any form) that are transferred or agreed to be transferred to the Company as part of the Services under the Contract ("**Deliverables**"), the Seller warrants that it has full clear and unencumbered title to all such Deliverables, and that at the date of delivery to the Company, it will have full and unrestricted rights to sell and transfer all such Deliverables to the Company.

15.2 The Seller assigns to the Company, with full title guarantee and free from all third party rights or claims, all Intellectual Property Rights in the Deliverables.

15.3 The Seller shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights in any Deliverables assigned to the Company in accordance with Condition 15.2.

15.4 All Company Materials are the exclusive property of the Company and no right, title or interest in Company Materials shall be transferred under the Contract.

16. COMPLIANCE

16.1 The Seller agrees that at all times when selling Goods and/or Services to the Company under the Contract it shall:

16.1.1 comply fully with all of the terms of the Company's Business Partner Code of Conduct (as may be amended from time to time), such code of conduct being incorporated into the Contract and binding on the Seller, with the current Business Partner Code of Conduct link:-

<http://info.harsco.com/Compliance/Documents/Business%20Partner%20CoC%20-%20English.pdf>

and

16.1.2 comply with all applicable laws in relation to which the Goods and/or Services are provided.

16.1.3 The Company may terminate the Contract with immediate effect by giving written notice to the Seller if the Seller commits a breach of this Condition 16.

17. ANTI-BRIBERY

17.1 For the purposes of this Condition 17:

17.1.1 "**Bribery Laws**" means the Bribery Act 2010 and all other applicable UK

- legislation, statutory instruments and regulations in relation to bribery or corruption; and
- 17.1.2 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 17.2 The Seller shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
- 17.2.1 all of the Seller's personnel;
- 17.2.2 all others associated with the Seller; and
- 17.2.3 all of the Seller's subcontractors;
- involved in performing the Contract so comply.
- 17.3 Without limitation to Condition 17.2, the Seller shall not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 17.4 The Seller shall immediately notify the Company as soon as it becomes aware of a breach of any of the requirements in this Condition 17.

18. ANTI-SLAVERY

- 18.1 The Seller understands that the Company prohibits the Seller and any of its directors, officers, employees, or any other persons associated with it or anyone for whose acts or defaults they may be vicariously liable or anyone acting on behalf of any of them (including any sub-contractors) from engaging in any servitude, slavery, forced and compulsory labour and human trafficking ('**Modern Slavery Practices**') within their businesses or their supply chains in connection with the Contract within their

businesses or their supply chains in connection with the Contract.

- 18.2 The Seller undertakes, warrants and represents that:
- 18.2.1 neither the Seller nor any of its officers, employees, agents or subcontractors has:
- (i) committed an offence under the Modern Slavery Act 2015 (an '**MSA Offence**'); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 18.2.2 it shall comply with the Modern Slavery Act 2015.
- 18.3 The Seller shall notify the Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Seller's obligations under Condition 18.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Seller's obligations.
- 18.4 The Seller shall:
- 18.4.1 maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to the Company in connection with the Contract; and
- 18.4.2 permit the Company and its third party representatives, on reasonable notice during normal business hour, but without notice in case of any reasonably suspected breach of this Condition 18, to

have access to and take copies of the Seller's records and any other information and to meet with the Seller's personnel to audit the Seller's compliance with its obligations this Condition; and

18.4.3 take appropriate remedial action, at its own cost, to remove any Modern Slavery Practices found within its supply chain.

18.5 The Company may terminate the Contract with immediate effect by giving written notice to the Seller if the Seller commits a breach of this Condition 18.

19. DATA PROTECTION

19.1 In this Condition 19:

19.1.1 "**Data Protection Legislation**" means the Data Protection Act 2018 ("**DPA**") and (i) unless and until the General Data Protection Regulation (EU) (2016/679) ("**GDPR**") is no longer directly applicable in England and Wales, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in England and Wales and then (ii) any successor legislation to the GDPR or the DPA; and

19.1.2 "**Personal Data**" and other terms defined under the DPA as referred to in these Conditions have the meaning given to them thereunder.

19.2 In relation to any Personal Data relating to Company directors, officers, employees, individual contractors or other personnel that the Seller processes in connection with the Contract, the Seller shall:

19.2.1 process that Personal Data as a Controller in accordance with all applicable requirements of the Data Protection Legislation;

19.2.2 notify the Company without undue delay in event of it becoming aware of a breach in respect of such Personal Data;

19.2.3 provide reasonable assistance to the Company in relation to any reports that the Company needs to make to any

supervisory authority or in response to any request that the Company receives from individuals exercising their rights under Data Protection Legislation;

19.2.4 at the written direction of the Company, securely delete or return to the Company any copies of such Personal Data on termination of the Contract except in so far as the Supplier is required to maintain or continue processing such Personal Data under applicable law; and

19.2.5 maintain complete and accurate documentation to demonstrate compliance with this Condition 19 and provide such documentation on the Company's reasonable written request.

20. NON-SOLICITATION

The Seller shall not, during the term of the Contract and for a period of 12 months after its termination directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the Company any person, company or other third party who is a customer of the Company where such customer was introduced to the Seller by virtue of the Seller being engaged by the Company to provide Goods and/or Services on its behalf.

21. CONTINUING TERMS

The rights and obligations contained in Condition 9, Conditions 11 to 12 (inclusive), Conditions 14 to 18 (inclusive), Condition 20, this Condition 21, and Condition 22 hereof, shall survive the termination or expiry of the Contract.

22. GENERAL

22.1 Any notice to be given by one party to the other may be given by registered post or email and shall be given, in the case of notices given by posting, one working day after being posted to the other party's registered office or, in the case of an individual or firm, to that party's last known address, or, in the case of notices given by email, immediately upon transmission (except where the sender receives a response within 48 hours to indicate that the email has not been

received by its intended recipient). The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

22.2 The language of the Contract is English. All documents, notices, waivers, variations and other written communications relating to the Contract shall be in English.

22.3 The Contract shall be governed by and construed in accordance with English Law. The parties hereto agree to submit to the exclusive jurisdiction of the English courts save that the Company may seek injunctive or other relief in the courts of any jurisdiction whatsoever.

22.4 No waiver or concession by the Company of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

22.5 Nothing in the Contract shall prejudice any condition or warranty (expressed or implied) or right or remedy to which the Company is entitled in relation to the Contract by virtue of statute or common law.

22.6 The Seller shall not assign, transfer, charge or sub-contract its rights and obligations under the Contract without the prior written consent of the Company. The Company may assign, transfer or sub-contract its rights and obligations under the Contract to any third party or agent.

22.7 If a court or other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of the Contract shall not be affected.

22.8 A person who is not a party to the Contract shall not have any rights under or in connection with it.