

Terms and Conditions of Purchase

1. Interpretation

1.1 Definitions:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Anti-Business Crime Laws: all Applicable Laws relating to the prevention of bribery and corruption, fraud, financial crime, and modern slavery and human trafficking, including the Bribery Act 2010, the Modern Slavery Act 2015 and the Economic Crime and Corporate Transparency Act 2023.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the charges payable by the Company for the Goods and/or the Services as set out in the Order. If there are no charges set out in the Order, the charges shall:

- a) in respect of Goods, be the charges for the relevant Goods as set out in the Supplier's published price list in force as at the date that Contract came into existence; or
- b) be as otherwise agreed in writing by the parties.

Company: means the legal person to whom the Supplier is to supply the Goods and/or provide the Services and whose identity and contact details are set out in the Order. If there is no such legal person set out in the Order, the contracting entity will be Pace Group Holding Ltd registered in England and Wales with company number 15684893.

Company Materials: all documents, information, software, equipment, tools, drawings, specifications, data and other materials (whether owned by the Company or a third party), which are provided by the Company or by the relevant customer of the Company to the Supplier in connection with the Goods or the Services.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 16.4.

Confidential Information: information that one party (or any of its Affiliates) discloses or makes available to the other party (or any of its Affiliates) (**recipient**) in connection with the Contract (which shall include information disclosed or made available by a customer of the Company where the Company is not the recipient) and which is marked confidential or would be regarded as confidential by a reasonable business person. It does not include information that the recipient already knew, is or becomes public through no fault of the recipient, or is rightfully given to the recipient by a third party without confidentiality obligations.

Contract: the contract between the Company and the Supplier for the sale and purchase of the Goods and/or the provision of the Services in accordance with these Conditions, comprising of the Order, the Service Proposal, the Specification and/or these Conditions.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls, controlled** and the expression **change of control** will be interpreted accordingly.

Data Protection Laws: all Applicable Laws relating to the protection of personal data and the privacy of individuals, including applicable guidance and codes of practice issued by any relevant regulatory authority.

Deliverables: all documents, products, software and other materials or items of any kind (and in any stage of completion) developed or provided by the Supplier as part of or in connection with the Services, including any items provided or delivered by the Supplier to or on behalf of the Company and any items identified as deliverables in the Order and/or the Service Proposal.

Delivery: the completion of unloading of the Goods at the Delivery Location, which shall be carried out by the Supplier unless otherwise agreed in writing by the Company. The terms **Deliver** and **Delivered** shall be interpreted accordingly.

Delivery Date: in relation to Goods, the date specified in the Order, or, if none is specified in the Order, the date specified in the Supplier's quotation, or if none is specified in the Supplier's quotation, within ten Business Days of the date of the Order.

Delivery Location: in relation to Goods, the address for delivery of the Goods as set out in the Order.

Effective Date: has the meaning given in clause 2.3.

Goods: the goods (or any part of them) set out in the Order.

IPRs: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality

of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all

interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Order: the Company's purchase order for the Goods and/or the Services, including any order details contained or referenced in the Company's purchase order.

Performance Date: in relation to Services, a date by which an event, task or phase of the Services is to be completed, as set out in the Order and/or the Service Proposal, or, if none is specified, as agreed by the parties in writing from time to time.

Service Proposal: any description of the Services that is agreed in writing by the Company, including as set out in the Order.

Services: the services provided or to be provided by the Supplier to the Company, including any Deliverables, described in the Order and/or in the Service Proposal, and all services, functions and responsibilities which are incidental or ancillary to those services or required for their proper and lawful performance.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Company, including as set out in the Order.

Supplier: the person, company, firm or entity from whom the Company purchases the Goods and/or the Services.

Supplier Materials: all documents, information, software and other materials created wholly outside the scope of the Contract by the Supplier or its suppliers or licensors and which are provided or made available to the Company in connection with the Services or incorporated into or required for use of the Services or Deliverables.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) includes all subordinate legislation made from time to time under that legislation or legislative provision.
- (c) References to **include** or **including** are interpreted as being without limitation.
- (d) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or any inconsistent terms implied by law, trade custom, practice or course of dealing. The Supplier waives any right it might have to rely on any term endorsed upon, delivered with or contained in any proposal, quote, acceptance, invoice or other document of the Supplier that is inconsistent with these Conditions.
- 2.2 The Order constitutes an offer by the Company to purchase the Goods and/or the Services in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing a written acceptance of the Order; and
 - (b) the Supplier doing any act or thing consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (**Effective Date**). Unless terminated earlier in accordance with its terms, the Contract will terminate on the end date stated in the Order or, if no end date is stated, on Delivery of the Goods or completion of the performance of the Services to the Company's reasonable satisfaction.
- 2.4 If there is any conflict or inconsistency between any of the provisions in these Conditions, any provisions of the Order and any of the provisions in the Service

Proposal or Specification, the following order of priority shall apply such that an item higher in the list below shall prevail over an item lower in the list below:

- (a) the Service Proposal or the Specification (as applicable);
 - (b) the Order;
 - (c) these Conditions.
- 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.

3. Goods

- 3.1 The Supplier shall ensure that the Goods:
 - (a) correspond with their description and any applicable Specification;
 - (b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement;
 - (c) are free from defects in design, material and workmanship and shall remain so for the longer of: (i) the standard warranty period generally offered by the Supplier to its customers in relation to the Goods (such period beginning on Delivery); (ii) the warranty period requested by the Company in the Order (such period beginning on Delivery); and (iii) 18 months after Delivery; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall at the Company's request and at no additional charge to the Company, for the duration of the relevant period referred to in clause 3.1(c):
 - (a) provide support services (including maintenance and technical support) in relation to the Goods; and
 - (b) provide such reasonable assistance as is requested by the Company in relation to any warranty claims received by the Company in relation to the Goods.
- 3.3 The Supplier shall ensure that it has and at all times maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.4 The Company may inspect and test the Goods at any time before Delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.5 If following such inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.6 The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery

- 4.1 The Supplier shall ensure that:
 - (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (c) if the Supplier requires the Company to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall Deliver the Goods:
 - (a) on the Delivery Date;
 - (b) at the Delivery Location; and
 - (c) during Business Hours, or as instructed by the Company.
- 4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier:
 - (a) Delivers less than 95% of the quantity of Goods ordered under an Order, the Company may reject the Goods; or

- b) Delivers more than 105% of the quantity of Goods ordered under an Order, the Company may reject the Goods or the excess Goods, and return any rejected Goods to the Supplier at the Supplier's risk and expense.
- 4.5 If the Supplier Delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.6 The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. If delivery of the Goods by instalments is agreed, the Supplier shall invoice and the Company shall pay each instalment separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Company to the remedies set out in clause 7.
- 5. Title and risk**
- 5.1 Subject to clause 5.2:
- a) title in Goods shall pass to the Company on the earlier of: (i) Delivery; and (ii) payment for the relevant Goods;
- b) risk in Goods shall pass to the Company on Delivery;
- c) title in any Deliverables shall pass to the Company on the earlier of: (i) completion of the Services and acceptance by the Company; and (ii) payment for the relevant Deliverable(s); and
- d) risk in Deliverables shall pass to the Company on completion of the Services and acceptance by the Company.
- 5.2 Where the Contract is for the supply of Goods and the Supplier is providing Services in relation to those Goods:
- a) title in the Goods shall pass to the Company on the earlier of: (i) Delivery; and (ii) payment for the relevant Goods;
- b) title in the Deliverables shall pass to the Company on the earlier of: (i) completion of the Services and acceptance by the Company; and (ii) payment for the relevant Deliverable(s); and
- c) risk in the Goods and the Deliverables shall pass to the Company on completion of the Services and acceptance by the Company.
- 6. Services**
- 6.1 The Supplier shall supply the Services to the Company from the Effective Date in accordance with the terms of the Contract.
- 6.2 The Supplier shall perform the Services and deliver the Deliverables in accordance with the Performance Dates.
- 6.3 The Supplier shall:
- a) co-operate with the Company and/or its customers in all matters relating to the Services and comply with the Company's and/or its customers' reasonable instructions and/or requirements as to the performance of the Services;
- b) perform the Services with the care, skill and diligence expected from a supplier skilled and experienced in providing services similar to the Services but in any event with no less than reasonable care, skill and diligence;
- c) use personnel who are suitably skilled and experienced to perform the Services, and in sufficient number to enable the Supplier to fulfil its obligations in accordance with the Contract;
- d) ensure that any personnel used by the Supplier to perform the Services meet the requirements of the Company or its customers as may be notified to the Supplier and updated by the Company and/or its Company's customers from time to time, including in relation to personnel vetting;
- e) ensure that the Services and Deliverables conform with all descriptions, standards and specifications set out in the Order and/or the Service Proposal, and that the Deliverables are fit for any purpose that the Company expressly or impliedly makes known to the Supplier;
- f) ensure that the Deliverables, and all materials supplied or used in providing the Services, are of the standard expected of a market-leading provider of similar services and are free from defects;
- g) provide all equipment, tools and other items required to provide the Services;
- h) obtain and at all times maintain all licences and permissions needed to supply the Services in accordance with the Contract;
- i) ensure that its personnel observe all health and safety and security requirements that apply at any of the Company's or the relevant customer of the Company's premises they access. The Supplier shall comply with any request to exclude or remove any person from the

- Company's premises who, in the Company's or the relevant customer of the Company's opinion, is or is likely to be in breach of any of these requirements;
- (j) hold all Company Materials in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- (k) not do or omit to do anything which may cause the Company or the relevant customer of the Company to lose any licence or permission on which it relies for conducting its business.
- 6.4 The Company shall:
- (a) provide the Supplier with reasonable access at reasonable times to the Company's premises, or procure for the Supplier reasonable access at reasonable times to the relevant customer of the Company's premises, for the purposes of providing the Services; and
- (b) provide all information reasonably required by the Supplier for the provision of the Services.
- 6.5 The Company may, by written notice to the Supplier, require the Supplier to immediately suspend the performance of all or any part of the Services, including for reasons such as the Company's investigation of any actual or suspected breach of the Contract, any security incident, any health and safety issue, any regulatory concern, or any other matter that may adversely affect the Company, its Affiliates, its customers or any third party. The Supplier shall comply with any such notice immediately and shall not be entitled to any additional Charges, costs or compensation arising from such suspension.
- 7. Company remedies**
- 7.1 If the Supplier fails to deliver the Goods on the Delivery Date or to perform the Services by the relevant Performance Date(s):
- (a) the Supplier shall, until the Company exercises its rights or remedies under **Error! Bookmark not defined.****Error! Reference source not found.**, take all additional steps necessary to mitigate the impact of the delay at no additional cost to the Company;
- (b) the Company may withhold payment for the delayed Goods and/or Services until the Supplier remedies the delay; and
- (c) the Company shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
 - (i) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (ii) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
 - (iii) to recover from the Supplier any costs incurred by the Company in obtaining substitute goods or services from a third party;
 - (iv) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
 - (v) to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet such dates.
- 7.2 If the Supplier has delivered Goods that do not comply with the terms of the Contract (including the undertakings set out in clause 3.1), then, without limiting or affecting other rights or remedies available to it, the Company shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to repair or replace the rejected Goods, or (at the Company's option) to provide a full refund of the price of the rejected Goods;
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by the Company in obtaining substitute goods from a third party; and

- (f) to claim damages for any additional costs, loss or expenses incurred by the Company arising from the Supplier's failure to supply Goods in accordance with the Contract.
- 7.3 If the Supplier has supplied Services that do not comply with the terms of the Contract (including the requirements of **Error! Bookmark not defined.**6.3(e) then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Services and/or Deliverables:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to provide repeat performance of the Services, or (at the Company's option) to provide a full refund of the price paid for the Services;
 - (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by the Company in obtaining substitute services or deliverables from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by the Company arising from the Supplier's failure to comply with the Contract.
- 7.4 If any Goods are subject to a recall, safety notice, regulatory action or material defect, the Supplier shall immediately notify the Company and reimburse all recall, replacement, removal, customer communication and remediation costs.
- 7.5 The Supplier shall:
 - (a) maintain the availability of spare and/or replacement parts and support services in relation to the Goods for a minimum of five (5) years after final supply of the relevant Goods(s) to the Company or the relevant customer of the Company; and
 - (b) where the Supplier is entitled to charge the Company for the supply of such spare and/or replacement parts and support services, supply such spare and/or replacement parts and support services to the Company upon the Company's request and upon reasonable terms including as to price.
- 7.6 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
- 7.7 The Company's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
- 7.8 The Supplier cannot rely on the Company's breach of the Contract to excuse any failure in the Supplier's performance unless:
 - (a) the Supplier promptly notifies the Company in writing and in reasonable detail of the Company's breach and its effect or anticipated effect on the supply of the Goods and/or the provision of the Services and provides the Company with a reasonable period in which to remedy such breach; and
 - (b) the obligations that the Supplier cannot perform are directly and materially impacted by the Company's breach.
- 7.9 All of the Supplier's obligations under the Contract in relation to remedial work, replacement goods, removal, reinstallation, transportation, recall and associated costs shall be carried out and borne entirely at the cost of the Supplier.
- 8. Price and payment**
- Goods**
- 8.1 The Charges in respect of Goods include the costs of packaging, unloading, insurance and carriage of the Goods.
- 8.2 The Supplier may invoice the Company for the price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after Delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Company's order number, the Supplier's VAT registration number and any supporting information or documents that the Company may reasonably require to verify the accuracy of the invoice.
- Services**
- 8.3 Unless otherwise agreed in writing by the Company, the Charges in respect of Services are:
 - (a) the Supplier's exclusive remuneration for the performance of the Services; and

- (b) inclusive of all costs, expenses, taxes (other than value added tax (**VAT**)), levies, duties and charges incurred by the Supplier in connection with the performance of the Services.
- 8.4 The Supplier shall invoice the Company on the schedule specified in the Order and/or the Service Proposal. If no schedule is specified, the Supplier shall invoice the Company on completion of the Services and acceptance by the Company. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Company's order number, the Supplier's VAT registration number and any supporting information or documents that the Company may reasonably require to verify the accuracy of the invoice.
- 8.5 The Company will be deemed to have accepted any Services when it confirms acceptance in writing to the Supplier or fourteen (14) days after the Supplier informs the Company in writing that Services are completed if those Services are not rejected under **Error! Bookmark not defined.Error! Reference source not found.** before then. The only consequence of acceptance is to trigger the Supplier's right to invoice for the Services. It does not mean that the customer has varied or waived any rights under the Contract.
- General*
- 8.6 In consideration for the supply of the Goods and/or the provision of the Services, the Company shall pay the Supplier the Charges.
- 8.7 The Company shall pay correctly rendered invoices which are properly due and submitted to the Company within 45 days of receipt of the invoice, or if a longer period, within the standard payment period generally offered by the Supplier to its customer, to a bank account nominated in writing by the Supplier.
- 8.8 If the Company fails to pay an undisputed invoice by the due date, the Supplier may charge (and the Company shall pay) interest on the overdue sum at the rate of 2% a year above the Bank of England's base rate from time to time until payment is made. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the date that the dispute is resolved until payment is made.
- 8.9 The Company may at any time set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause 8.9 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 8.10 The Charges exclude amounts in respect of VAT, which the Company shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 8.11 No extra charges shall be effective unless agreed in writing with the Company.
- 9. Materials and intellectual property rights**
- 9.1 The Supplier acknowledges that all Company Materials and all rights in the Company Materials are and shall remain the exclusive property of the Company or the relevant customer of the Company (as applicable). The Supplier shall keep the Company Materials in safe custody at its own risk, maintain them in good condition until returned to the Company or the relevant customer of the Company and not dispose or use them other than in accordance with the Company's or the relevant customer of the Company's written instructions or authorisation.
- 9.2 The Supplier assigns to the Company by way of present assignment of present and future rights, with full title guarantee, all IPRs in the Deliverables (excluding any Company Materials and any Supplier Materials contained within them with the Company's prior written approval). The Supplier shall do all further acts and things to give full effect to this assignment as the Company may reasonably request.
- 9.3 The Supplier and its licensors shall retain ownership of all IPRs in the Supplier Materials. The Supplier shall not include any Supplier Materials in the Deliverables unless their inclusion has been approved by the Company in writing in advance. The Supplier grants to the Company a non-exclusive, royalty-free, transferable, perpetual and irrevocable licence (with the right to grant sublicences) to use, copy and modify the Supplier Materials for the purpose of the Company (and its Affiliates) and the relevant customer of the Company receiving the full benefit of the Services and Deliverables.
- 9.4 The Company grants the Supplier a non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Deliverables assigned to the Company under clause 9.2 (**Assigned Materials**) during the term of the Contract for the sole purpose of providing the Services to the Company and/or the relevant customer of the Company in accordance with the Contract. The Supplier cannot sublicense the Assigned Materials to any third party without the Company's prior written consent.
- 9.5 The Supplier shall, to the maximum extent permitted by Applicable Law, obtain waivers of all moral rights in the Deliverables to which any person is now, or

- may at any future time be, entitled to under the Copyright, Designs and Patents Act 1988 as amended from time to time or under any similar legislation from time to time in force anywhere in the world.
- 9.6 The Company, the relevant customer of the Company and/or each of their respective licensors retain ownership of all IPRs in the Company Materials. The Company grants to the Supplier a non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Company Materials during the term of the Contract for the sole purpose of providing the Services to the Company and/or the relevant customer of the Company in accordance with the Contract. The Supplier cannot sublicense the Company Materials to any third party without the Company's prior written consent. The Company and/or the relevant customer of the Company makes available the Company Materials on an "as is" basis and gives no warranty express or implied in respect of them.
- 9.7 Other than as expressly set out in the Contract, the Supplier has no right to use any of the Company's IPRs, or refer to the Company or any customers of the Company in any marketing materials, without its prior written consent.
- 10. Warranties and indemnities**
- 10.1 The Supplier warrants, represents and undertakes that:
- (a) the supply, receipt, and use of the Goods, Services and/or Deliverables will not infringe the IPRs or any other rights of any third party;
- (b) it has not done, and will not do, anything that could reasonably be considered to bring the Company or any customer of the Company into disrepute or damage its or their reputation; and
- (c) it will not introduce any viruses, malware or other harmful code (**Malicious Software**) to the Company's or any customer of the Company's systems and the Deliverables will be free from all Malicious Software.
- 10.2 The Supplier shall indemnify the Company against all Losses incurred by the Company as a result of:
- (a) any claim that the Goods, Services and/or Deliverables infringe the IPRs or any other rights of any third party;
- (b) any claim by any person, or any action or investigation by a regulator or governmental authority, arising out of or in connection with the Supplier's breach, negligence or failure to comply with Applicable Laws in the performance of the Contract;
- (c) any claim or threatened claim by any person employed or engaged by the Supplier who alleges that they have become an employee of or have rights against the Company a customer of the Company by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246). This indemnity includes all Losses arising out of the employment or engagement of the relevant person by the Company or the relevant customer of the Company until that relationship is terminated and all Losses arising out of the termination itself;
- (d) any breach by the Supplier of its obligations under clause 6.3(i) or clause 12.1; and
- (e) any claim by a third party for arising out of or in connection with defective Goods and/or Services supplied by the Supplier and/or the breach, negligent performance or failure or delay in performance of the Contract by the Supplier.
- 10.3 The Supplier will not be liable under the warranty in clause 10.1(a) or the indemnity in clause 10.2(a) to the extent that the actual or alleged infringement arises from:
- (a) any changes made to the Goods and/or the Deliverables without the Supplier's prior written consent, which will not be unreasonably withheld or delayed; or
- (b) the use of Company Materials in accordance with the Company's or the relevant customer of the Company's instructions, provided that the Supplier will not be relieved of liability where it knew or suspected (or should have known or suspected) that the use of any Company Materials may result in infringement but did not notify the Company.
- 11. Insurance**
- During the term of the Contract and for a period of seven (7) years afterwards, the Supplier 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 produce to the Company on demand evidence confirming

the contractually required level of cover is in place and the receipt for the then current premiums.

12. Compliance

- 12.1 In performing its obligations under the Contract, the Supplier shall comply with:
- (a) all Applicable Laws, including in relation to health and safety, waste disposal, packaging and the environment; and
- (b) the Company's and/or its customers' policies, procedures and requirements as may be notified to the Supplier and updated by the Company and/or the Company's customers from time to time.
- 12.2 The Supplier shall maintain and enforce its own policies and procedures which are adequate to ensure compliance with the Anti-Business Crime Laws.
- 12.3 The Supplier shall not do or omit to do any act which would cause the Company to contravene any of the Anti-Business Crime Laws or otherwise incur any liability in relation to the Anti-Business Crime Laws.
- 12.4 The Supplier warrants and represents that neither it, nor any of its or its subcontractors' employees, workers, agents, consultants or contractors involved in supplying the Goods or performing the Services (**Associated Persons**):
- (a) has committed an offence under any of the Anti-Business Crime Laws; or
- (b) has been or is the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offence or alleged offence under any of the Anti-Business Crime Laws.
- 12.5 The Supplier shall promptly notify the Company if, at any time during the Contract, its circumstances, knowledge, or awareness changes such that it would not be able to repeat the warranties set out in clause 12.4 at the relevant time.
- 12.6 The Supplier shall immediately notify the Company if it has reason to believe that it or any of its Associated Persons is in receipt of a request or demand:
- (a) for any undue financial or other advantage of any kind; or
- (b) to commit a fraud offence within the meaning of section 199(6) of the Economic Crime and Corporate Transparency Act 2023, in connection with the performance of the Contract.
- 12.7 The Supplier shall provide reasonable assistance and co-operation to the Company to enable the Company to investigate or respond to any requests from a governmental, administrative or regulatory body in relation to an alleged offence under any of the Anti-Business Crime Laws.
- 12.8 Each party shall comply with Data Protection Laws in its processing of personal data under or in connection with the Contract.
- 12.9 Without prejudice to clause 12.8, where the Company shares any personal data with the Supplier for the purpose of the Supplier supplying the Goods or providing the Services or managing the operation of the Contract, the Supplier shall:
- (a) only process the personal data for that purpose; and
- (b) provide all reasonable assistance to the Company in complying with Data Protection Laws in relation to the processing of the personal data.
- 13. Termination**
- 13.1 The Company may terminate the Contract in whole or in part at any time before Delivery of the Goods or completion of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or the Services at the time of termination, but such compensation shall not in any case exceed 40% of the Charges payable by the Company for the terminated Goods and/or Services and shall not include loss of anticipated profits or any consequential loss and the Company shall have no liability to the Supplier where the termination results from the Supplier's failure to comply with its obligations under this agreement.
- 13.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract which is not capable of remedy or is capable of remedy and fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - (c) the Supplier fails to meet any Delivery Dates on two or more occasions;
 - (d) the Supplier fails to meet any Performance Dates on two or more occasions;
 - (e) the Supplier takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 13.2(b);
 - (f) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on business;
 - (g) the Supplier's financial position deteriorates to such an extent that, in the Company's reasonable opinion, the Supplier's ability to adequately fulfil its obligations under the Contract is in jeopardy; or
 - (h) there is a change of control of the Supplier.
- 13.3 On termination or expiry of the Contract, the Supplier shall immediately return all Company Materials to the Company. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned, the Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.
- 13.4 Unless otherwise instructed by the Company, the Supplier shall immediately on termination or expiry of the Contract:
- (a) deliver to the Company all Deliverables whether or not then complete;
 - (b) cease using and return or destroy (as instructed by the Company or the relevant customer of the Company) all Company Materials and Company Confidential Information in the possession or control of the Supplier;
 - (c) repay to the Company any Charges paid in advance for Goods, Services or Deliverables that have not been provided; and
 - (d) remove any tools, devices or other equipment of the Supplier from the Company's or the relevant customer of the Company's premises and leave such premises in a safe and tidy condition.
- 13.5 If the Supplier fails to comply with its obligations under clause 13.4(b), the Company may enter the Supplier's premises and take possession of the relevant items and until they have been returned, the Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.
- 13.6 The Supplier shall provide all information and assistance reasonably required by the Company to facilitate the smooth transition of the supply of the Goods and/or the provision of the Services to the Company or any replacement supplier appointed by it.
- 13.7 If the Company terminates the Contract in part, the Supplier shall supply the remaining Goods, Services and/or Deliverables in accordance with the Contract and the Charges will be reduced accordingly.
- 13.8 Termination or expiry of the Contract does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.9 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 14. Confidentiality**
- 14.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's Confidential Information:
- (a) to those of its and its Affiliates' employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with the Contract (**Representatives**). Each party shall ensure that its Representatives with confidentiality obligations which are substantially equivalent to those set out in this clause 14; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 The Company may disclose the Supplier's Confidential Information (excluding Confidential Information concerning the Charges) to any actual or potential replacement supplier to the extent reasonably necessary to facilitate the smooth transition of the supply of the Goods or the provision of the Services to a new supplier. The Company shall ensure any recipient of Confidential Information under this clause 14.3 complies with confidentiality obligations which are substantially equivalent to those set out in this clause 14.
- 14.4 Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Contract.
- 14.5 The Supplier shall not make, or permit any person to make, any public statement regarding the Contract or the relationship between the parties without the Company's prior written consent, except as required by law, any governmental or regulatory authority, or any court of competent jurisdiction.
- 15. Force majeure**
- 15.1 Neither party will be liable for any delay or failure in the performance of any of its obligations for so long as and to the extent that the delay or failure results from any event, circumstance or cause beyond its reasonable control (Force Majeure Event).
- 15.2 Clause 15.1 shall only apply if the party affected by the Force Majeure Event:
- (a) notifies the other party of the Force Majeure Event as soon as reasonably practicable after it started;
 - (b) took reasonable precautions to prevent or minimise the Force Majeure Event; and
 - (c) uses all reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.
- 15.3 To the extent that Goods are not supplied and/or Services are not provided during a Force Majeure Event, the Supplier shall not charge the relevant Charges for those Goods and/or Services.
- 15.4 If the period of delay or non-performance continues for more than 30 days, the party not affected by the Force Majeure Event may terminate the Contract by notifying the affected party.
- 16. General**
- 16.1 Assignment and other dealings**
- (a) The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
 - (b) The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.
- 16.2 **Subcontracting.** The Supplier may not subcontract any of its rights and/or obligations under the Contract without the prior written consent of the Company. If the Company consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 16.3 Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 16.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company (or its authorised representative).
- 16.5 Waiver.**

- (a) Except as set out in **Error! Bookmark not defined.**2.1, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause 16.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.7 Notices.**
- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to its primary contact for the Contract (or to any substitute address as it may have notified to the other party in accordance with this clause 16.7).
 - (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this 16.7(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16.8 Third party rights.**
- (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 16.9 Audit.** The Supplier shall maintain complete and accurate records of, and supporting documents for, all amounts chargeable to the Company and all activities carried out in supplying the Goods and providing the Services. The Company (and its auditors and professional advisers) may access these records at all reasonable times during the term of the Contract, and for 24 months after its termination or expiry, to verify the Supplier's compliance with the Contract.
- 16.10 Relationship of the parties.** Nothing in these Conditions is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 16.11 Dispute resolution.**
- (a) For the purpose of this clause 16.11, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.
 - (b) Unless and until the Contract has been terminated in accordance with clause 13, the Supplier shall in every case continue to supply the Goods and/or provide the Services with all due diligence regardless of the nature of the dispute and Company shall continue to make payments in accordance with clause 8.
 - (c) The parties agree to use their best endeavours to resolve the dispute.
 - (d) Failing resolution of the dispute within five (5) Business Days:
 - (i) from the date of the notice issued under clause 16.11(a), the parties will escalate the dispute with written details of the dispute from both parties to the chief executive officers or equivalent of both parties who will have a

- further five (5) Business Days, from the date of the escalation, to resolve the dispute; and
- (ii) from the date of the date of the escalation to the parties' chief executive officers or equivalents, the parties will identify and appoint the appropriate expert to determine the dispute on their behalf. The qualifications and expertise of the expert to be appointed will depend on the nature of the dispute and where the parties are unable to agree the type or identity of the expert to be appointed under this clause the matter of appointment will be referred to the president for the time being of the Law Society in England and Wales.
 - (e) The expert appointed by the parties will be provided (within five (5) Business Days of their appointment) with written statements from each party setting out their respective positions together with any supporting evidence they may have. The expert will have ten (10) Business Days from the date of their receipt of the written evidence provided to them by the parties to provide a determination of the dispute. The decision of the expert will be final and binding on the parties save for error as to fact or law and the determination will be evidenced in writing and signed by both of the parties.
- 16.12 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 16.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.