

GENERAL PURCHASING CONDITIONS

ARTICLE 1 PREAMBLE

- 1.1 The PURCHASING CONDITIONS apply to the CONTRACT to the exclusion of any other terms that the SUPPLIER seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The PURCHASE ORDER constitutes an offer by the BUYER to purchase the GOODS and/or SERVICES and/or to lease the RENTED GOODS in accordance with these PURCHASING CONDITIONS.
- 1.3 The PURCHASE ORDER will be deemed to have been accepted on the earlier of:
- 1.3.1 the SUPPLIER issuing a written acceptance of the PURCHASE ORDER; or
- 1.3.2 the SUPPLIER doing any act consistent with fulfilling the PURCHASE ORDER,
- at which point, the CONTRACT shall come into existence.

ARTICLE 2 DEFINITIONS AND INTERPRETATION

- 2.1 All capitalised terms in these PURCHASING CONDITIONS shall have the definitions given in this Article 2 or in the Article which they are stated. References to Articles used in the PURCHASING CONDITIONS are to Articles of the PURCHASING CONDITIONS unless otherwise specified. Unless the context otherwise requires, words importing the singular shall include the plural and words importing the masculine gender shall include the feminine and neutral genders and vice versa. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force, save for Section 1159 and Schedule 6 of the Companies Act 2006. The Article headings and sub-headings in the PURCHASING CONDITIONS are intended for convenience only and are not in any way to be taken into account when construing the meaning of any part of the PURCHASING CONDITIONS.

"AFFILIATES" means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominees) whether by way of security or in connection with the taking of security or (b) its nominees.

"ANTI-BRIBERY AND CORRUPTION LAWS" mean all APPLICABLE LAWS relating to bribery, corruption, money laundering, fraud or similar activities, including those of: (a) the country of incorporation of either of the PARTIES; (b) any country in which the SERVICES are to be carried out; (c) to the extent not included in sub-clauses (a) or (b) of this definition: (i) the United Kingdom including in particular the United Kingdom Bribery Act 2010 and Proceeds of Crime Act 2002; and (ii) the United States including in particular the Foreign Corrupt Practices Act 1977.

"ANTI-SLAVERY LAWS" means all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015.

"APPLICABLE LAWS" means all applicable laws and associated requirements of any AUTHORITY including conventions, regulations, directives, statutes, statutory instruments, ordinances, by-laws, orders, notices, decrees, rules, codes, codes of practice, guidance and guidelines.

"AUTHORITY" means any international, national, federal, state, provincial, territorial, regional, municipal or local legislative, governmental or regulatory authority, including any branch, division, ministry, department, agency of the same, and any court, tribunal, commission, board or similar authority with jurisdiction over the BUYER GROUP, the SUPPLIER GROUP, the SERVICES or any matter arising under the CONTRACT.

"BRIBE" means (a) to offer, promise, give, authorise, request or agree any payment, gift, benefit or advantage of any kind, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or rewards, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (b) anything that would amount to an offence of bribery or corruption under ANTI-BRIBERY AND CORRUPTION LAWS, and "BRIBED" shall be construed accordingly.

"BUSINESS DAYS" means a day (other than Saturday or Sunday or public holiday) when banks in London are open for business.

"BUYER" means 80:20 Procurement Services Limited, a company incorporated under the laws of Scotland (Company Number SC113061) and having its Registered Office at 28 Albyn Place, Aberdeen AB10 1YL.

"BUYER GROUP" means the BUYER, its CO-VENTURERS, its and their AFFILIATES and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the SUPPLIER GROUP.

"CFA REQUIREMENTS" means all APPLICABLE LAWS relating to tax evasion, the facilitation of tax evasion and the prevention



thereof, including the Criminal Finances Act 2017.

“CLIENT” means the PERSON which executes a contract or purchase order or similar with the BUYER for the provision of goods and/or services and is identified as such in said contract, purchase order or similar.

“COMPLIANCE RECORDS” means complete and accurate records of, and supporting documentation for, all costs, charges, payments and transactions, including receipts, reports, filings, analyses, data (including electronic data and emails) and/or any other information created, collected, processed or stored by any member of the SUPPLIER GROUP in connection with the CONTRACT, together with such further documentary evidence demonstrating compliance with ANTI-BRIBERY AND CORRUPTION LAWS.

“CONFIDENTIAL INFORMATION” means all business, financial, technical or other information, among which, without limitation, information in tangible or intangible form relating to and/or including methods, contract terms, customer relationships, pricing, procedures, facts, processes, techniques, ideas, discoveries, inventions, developments, records, product designs, product planning, trade secrets, know-how or tools, which were or will be provided by the BUYER orally, in writing, by way of presentations or in any other way in connection with the CONTRACT, irrespective of the nature of the information (including, but not limited to drawings, films, paper documents, electronic storage media, electronically readable data).

“CONSEQUENTIAL LOSS” means:

- (i) consequential or indirect loss under English law; and
- (ii) loss and/or deferral of production, loss of business, loss of opportunity, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any) and in any event whether direct or indirect and to the extent that such losses are not included within the provisions of (i) above; and whether or not foreseeable at the date of execution of the CONTRACT.

“CONTRACT” means the contract between the BUYER and the SUPPLIER for the sale and purchase of GOODS and/or SERVICES and/or the lease of the RENTED GOODS in accordance with the PURCHASING CONDITIONS.

“CO-VENTURER” means any other entity with whom the BUYER is or may be from time to time a party a joint operating agreement or unitisation agreement or similar agreement relating to operations for which the SERVICES are being performed and the successors in interest of such

CO-VENTURER or their assignees of any interest of such CO-VENTURER.

“DELIVERABLES” means the deliverables set out in the PURCHASE ORDER.

“GOODS” means any goods to be sold to BUYER by the SUPPLIER.

“INTELLECTUAL PROPERTY” means any right or interest in any patent, design, trademark, copyright, trade secret, moral right or other intellectual property rights (whether registered or unregistered).

“PARTY” or **“PARTIES”** means either the BUYER or the SUPPLIER, as the context so requires and PARTIES shall be construed accordingly.

“PERSON” means an individual or other entity (legal or otherwise), including a corporation, joint stock company, limited liability company, partnership or joint venture. **“PUBLIC OFFICIAL”** means any (a) appointed official or any director, officer or other person employed in any capacity (i) at any level of Government, (ii) in a labour union controlled by any Government or political party, or (iii) in any public international organization, such as the United Nations or the European Union, including any department, agency or other instrumentality thereof, (b) any candidate or officer or other person employed by a political party, or (c) any person acting in any official capacity for or on behalf of any person or organization listed in (a) or (b).

“PURCHASING CONDITIONS” means the terms and conditions set out in this document as amended from time to time in accordance with Article 17.5.

“PURCHASE ORDER” means the BUYER's order for GOODS, RENTED GOODS and/or SERVICES, as set out in the BUYER's purchase order form.

“RENTED GOODS” means any goods to be supplied to the BUYER on a lease basis.

“SANCTIONS AND TRADE CONTROL LAWS” means all APPLICABLE LAWS relating to trade, economic and financial sanctions, anti-boycott and export control, including those of the United Kingdom, the European Union, the United Nations and the United States of America.

“SERVICES” means all the services the SUPPLIER is required to provide, including the provision of GOODS and RENTED GOODS.

“SPECIFICATION” means the description or specification for the GOODS, RENTED GOODS and/or SERVICES, as agreed between the BUYER and the SUPPLIER (which may be set out by the PURCHASER in the PURCHASE ORDER).



“SUBCONTRACTOR” means a supplier, vendor, contractor, agent or independent consultant selected and retained by the SUPPLIER who is providing the GOODS, RENTED GOODS and/or SERVICES on behalf of the SUPPLIER.

“SUPPLIER” means the organisation or individual who has agreed with the BUYER to supply GOODS and/or RENTED GOODS and/or to perform the SERVICES in accordance with the CONTRACT.

“SUPPLIER GROUP” means the SUPPLIER, its SUBCONTRACTORS, its AFFILIATES, its and their contractors of any tier, its and their respective directors, officer, employees, (including agency personnel) but shall not include any member of the BUYER GROUP. SUPPLIER GROUP shall also mean subcontractors (of any tier) of a SUBCONTRACTOR which may perform the SERVICES, their AFFILIATES, their directors, officer and employees (including agency personnel).

“THIRD PARTY” means any party who is not a party to the CONTRACT.

ARTICLE 3 THE GOODS AND RENTED GOODS

- 3.1 The SUPPLIER shall ensure that the GOODS and RENTED GOODS shall:
- (a) correspond with their description and any applicable SPECIFICATION;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose made known to the SUPPLIER by the BUYER expressly or by implication, and in this respect the BUYER relies on the SUPPLIER's skill and judgement;
 - (c) where applicable, be free from defects in design, material and workmanship and remain so for twenty-four (24) 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 and RENTED GOODS.
- 3.2 The SUPPLIER 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.
- 3.3 The BUYER shall have the right to inspect and test the GOODS and the RENTED GOODS at any time before delivery.
- 3.4 If following such inspection or testing, the BUYER considers that the GOODS and/or the RENTED

GOODS do not conform or are unlikely to comply with the SUPPLIER's undertakings, the BUYER shall inform the SUPPLIER and the SUPPLIER shall immediately take such remedial action as is necessary to ensure compliance.

- 3.5 Notwithstanding any such inspection or testing, the SUPPLIER shall remain fully responsible for the GOODS and the RENTED GOODS and any such inspection or testing shall not reduce or otherwise affect the SUPPLIER's obligations under the CONTRACT and the BUYER shall have the right to conduct further inspections and tests after the SUPPLIER has carried out its remedial actions.
- 3.6 Unless otherwise agreed in the PURCHASE ORDER, the BUYER shall inspect the GOODS and/or RENTED GOODS within a reasonable time of their delivery. If the inspection indicates that the GOODS and/or RENTED GOODS are inconsistent with the PURCHASE ORDER, then the BUYER shall return the GOODS and/or RENTED GOODS or shall accept the GOODS and/or RENTED GOODS at a lower price.
- 3.7 The inspection shall not preclude the BUYER from claiming the SUPPLIER's non-performance of its warranty obligations in Article 3.1 and Article 5.1.
- 3.8 The SUPPLIER warrants good and clear title to the GOODS supplied and will refrain from filing any lien, attachment, charge or claim to be placed or made on or against any property of the BUYER GROUP, whether or not in the possession of the SUPPLIER GROUP.
- 3.9 The lease period for the RENTED GOODS shall commence when the SUPPLIER delivers the RENTED GOODS to the DELIVERY LOCATION and shall cease when the RENTED GOODS are uplifted by the SUPPLIER at the end of the lease period or when the BUYER returns the RENTED GOODS to the SUPPLIER.
- 3.10 Where applicable, all warranties and benefits received by the BUYER from the SUPPLIER in relation to the GOODS and/or RENTED GOODS shall be assigned to the CLIENT.

ARTICLE 4 DELIVERY

- 4.1 The SUPPLIER shall ensure that:
- (a) the GOODS and/or the RENTED 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 and/or RENTED GOODS is accompanied by a delivery note which shows the date of the PURCHASE ORDER, the PURCHASE ORDER number (if any), the type and quantity of the GOODS and/or the RENTED GOODS

- (including the code number of the GOODS and/or the RENTED GOODS, where applicable), special storage instructions (if any), any additional instructions provided by the BUYER to the SUPPLIER and, if the GOODS and/or the RENTED GOODS are being delivered by instalments, the outstanding balance of GOODS and/or the RENTED GOODS remaining to be delivered; and
- (c) if the SUPPLIER requires the BUYER 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 and/or RENTED GOODS:
- (a) on the date specified on the PURCHASE ORDER, or if no such date is specified, within twenty-eight (28) BUSINESS DAYS of the date of the PURCHASE ORDER;
- (b) to the locations stated in the PURCHASE ORDER or as instructed by the BUYER prior to delivery ("DELIVERY LOCATION"); and
- (c) during the BUYER's normal business hours, or as instructed by the BUYER.
- 4.3 Delivery of the GOODS and/or the RENTED GOODS shall be completed on the completion of unloading the GOODS and/or the RENTED GOODS at the DELIVERY LOCATION.
- 4.4 The SUPPLIER shall not deliver the GOODS and/or RENTED GOODS in instalments without the BUYER's prior written consent. Where it is agreed that the GOODS and/or RENTED GOODS are to be delivered by instalments, they may be invoiced and paid for 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 BUYER to the remedies set out in the CONTRACT.
- 4.5 Unless otherwise provided in the PURCHASE ORDER, delivery terms for the GOODS and the RENTED GOODS shall be DDP (Incoterms 2010) at the DELIVERY LOCATION.
- 4.6 Without prejudice to the BUYER's rights and remedies herein, title to and risk in the GOODS shall pass to the BUYER upon confirmed delivery by way of confirmed acceptance by the BUYER. The BUYER shall remain fully responsible for the GOODS until such confirmed acceptance. For the avoidance of doubt, a delivery note signed by BUYER shall not constitute acceptance of the GOODS.

- 4.7 The title and risk in the RENTED GOODS shall remain with the SUPPLIER at all times.

ARTICLE 5 THE SERVICES

- 5.1 The SUPPLIER shall provide the SERVICES in accordance with these PURCHASING CONDITIONS and the PURCHASE ORDER. The SUPPLIER shall perform the SERVICES with the best care, skill and diligence in accordance with best practice in the SUPPLIER'S industry, profession or trade.
- 5.2 Title and risk of the SERVICES shall pass to the BUYER on completion of the SERVICES.
- 5.3 The SUPPLIER shall provide a warranty in respect of the SERVICES of twenty-four (24) months.
- 5.4 The SUPPLIER warrants good and clear title to the SERVICES supplied and will refrain from filing any lien, attachment, charge or claim to be placed or made on or against any property of the BUYER GROUP, whether or not in the possession of the SUPPLIER GROUP.
- 5.5 Where applicable all warranties and benefits received by BUYER from the SUPPLIER in relation to the SERVICES will be assigned to the CLIENT.
- 5.6 Unless otherwise agreed in the PURCHASE ORDER, the BUYER shall assess the SERVICES within a reasonable time of their being performed. If the inspection indicates that the SERVICES are inconsistent with the PURCHASE ORDER, then the BUYER shall reject the SERVICES or shall accept the SERVICES at a lower price.

ARTICLE 6 REMEDIES

- 6.1 If the GOODS, RENTED GOODS and/or SERVICES are not delivered on the date they are due, or do not comply with the undertakings set out in the CONTRACT, then, without limiting any of its other rights or remedies, the BUYER shall have the right to any one or more of the following remedies, whether or not it has accepted the GOODS, RENTED GOODS and/or SERVICES:
- (a) to terminate the CONTRACT;
- (b) to reject the GOODS, RENTED GOODS and/or SERVICES (in whole or in part) and 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, RENTED GOODS and/or SERVICES, or to provide a full refund of the price of the rejected GOODS, RENTED GOODS and/or SERVICES;



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- (d) to refuse to accept any subsequent delivery of the GOODS, RENTED GOODS and/or SERVICES which the SUPPLIER attempts to make;
 - (e) to recover from the SUPPLIER any costs incurred by the BUYER in obtaining substitute GOODS, RENTED GOODS and/or SERVICES from a THIRD PARTY; and
 - (f) to claim damages for any other costs, loss or expenses incurred by the BUYER which are in any way attributable to the SUPPLIER'S failure to carry out its obligations under the CONTRACT.
- 6.2 These PURCHASING CONDITIONS shall apply to any repaired or replacement GOODS, RENTED GOODS and/or SERVICES supplied by the SUPPLIER.
- 6.3 The SUPPLIER shall keep the BUYER indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the BUYER as a result of or in connection with:
- (a) any claim made against the BUYER for actual or alleged infringement of a THIRD PARTY'S INTELLECTUAL PROPERTY rights arising out of, or in connection with, the supply or use of the GOODS, RENTED GOODS and/or SERVICES, to the extent that the claim is attributable to the acts or omissions of the SUPPLIER, its employees, agents or subcontractors;
 - (b) any claim made against the BUYER by a THIRD PARTY arising out of, or in connection with, the supply of the GOODS, RENTED GOODS and/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 SUPPLIER, its employees, agents or subcontractors; and
 - (c) any claim made against the BUYER by a THIRD PARTY for death, personal injury or damage to property arising out of, or in connection with, defects in GOODS, RENTED GOODS and/or SERVICES, to the extent that the defect in the GOODS, RENTED GOODS and/or SERVICES is attributable to the acts or omissions of the SUPPLIER, its employees, agents or subcontractors.

6.4 This Article shall survive termination of the CONTRACT.

6.5 The BUYER'S rights and remedies under the CONTRACT are in addition to its rights and remedies implied by statute and common law.

ARTICLE 7 RESPONSIBLE PROCUREMENT

7.1 The SUPPLIER shall respect and commit to an internationally recognized standard on human rights, anti-corruption, environment and labour and the SUPPLIER agrees to accommodate any potential audit pursuant to verification of the same by the BUYER. SUPPLIER'S non-compliance with this Article 7 shall be considered material breach of the CONTRACT.

ARTICLE 8 INVOICING, PAYMENT AND TAXES

8.1 The firm and fixed fees and charges for the delivery of the GOODS, RENTED GOODS and/or the SERVICES shall be the price shown for each of such GOODS, RENTED GOODS and/or SERVICES on the face of the PURCHASE ORDER

8.2 Apart from value added tax ("VAT"), the fees and charges shall include all costs and expenses, whether internal or external, direct or indirect, incurred by the SUPPLIER in complying with the obligations set out in the CONTRACT.

8.3 Invoices shall be duplicated in English and include all necessary references to specific GOODS, RENTED GOODS and/or SERVICES provided and the BUYER'S reference, including the BUYER'S name, contact person, department, PURCHASE ORDER number, DELIVERY LOCATION, quantity and description of the GOODS, RENTED GOODS and/or the SERVICES (in the same sequence as in the PURCHASE ORDER). With regards to taxes each invoice shall show (i) the governing tax VAT rate applicable to the fees and charges invoiced and (ii) the VAT registration number of the SUPPLIER.

8.4 Payment shall be due and payable within forty-five (45) BUSINESS DAYS from the BUYER'S receipt of complete and correct invoice at the address stated in the PURCHASE ORDER if not disputed by the BUYER prior hereto in writing. In the event the BUYER has not received invoice of the GOODS, RENTED GOODS and/or SERVICES under a PURCHASE ORDER at the address stated in the PURCHASE ORDER within ninety (90) BUSINESS DAYS after the delivery of the GOODS and/or the RENTED GOODS and/or completion of the SERVICES, such GOODS, RENTED GOODS and/or SERVICES shall not qualify for invoicing and shall not be payable.

8.5 In the event of late payment of undisputed amounts the BUYER shall pay interest on all overdue sums at the Bank of England Base Rate plus one percent (1%).



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- 8.6 The BUYER reserves the right to set off payments against any amount validly in dispute or owed by the SUPPLIER.

ARTICLE 9 TERMINATION

9.1 BUYER may terminate the CONTRACT in whole or in part at any time before delivery with immediate effect by giving the SUPPLIER written notice, whereupon the SUPPLIER shall discontinue all work on the CONTRACT. The BUYER shall pay the SUPPLIER fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any CONSEQUENTIAL LOSS.

9.2 The BUYER may terminate the CONTRACT in whole or in part if the SUPPLIER commits a material breach of any term of the CONTRACT and (if such a breach is remediable) fails to remedy that breach within five (5) days of that party being notified in writing to do so.

9.3 The BUYER may terminate the CONTRACT with immediate effect by giving written notice to the SUPPLIER if the SUPPLIER becomes subject to any of the following events:

- (a) the SUPPLIER suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the SUPPLIER commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the SUPPLIER, other than for the sole purpose of a scheme for a solvent amalgamation of the SUPPLIER with one or more other companies or the solvent reconstruction of the SUPPLIER;
- (d) (being an individual) the SUPPLIER is the subject of a bankruptcy petition or order;

(e) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the SUPPLIER;

(f) (being a company) a floating charge holder over the SUPPLIER'S assets has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over the SUPPLIER'S assets or a receiver is appointed over the SUPPLIER'S assets;

(h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Article 9.3 (a) to (h) inclusive;

(i) the SUPPLIER suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;

(j) the SUPPLIER'S financial position deteriorates to such an extent that in the BUYER'S opinion the SUPPLIER'S capability to adequately fulfil its obligations under

the CONTRACT has been placed in jeopardy;

(k) (being an individual) the SUPPLIER dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

9.4 Termination of the CONTRACT, however arising, shall not affect any of the PARTIES rights and remedies that have accrued as at termination. Articles which expressly or by implication survive termination of the CONTRACT shall continue in full force and effect.

ARTICLE 10 CONFIDENTIALITY

10.1 The SUPPLIER shall ensure the SUPPLIER GROUP preserves secrecy concerning the CONTRACT and the BUYER GROUP and their respective activities and will not publish or disclose any CONFIDENTIAL INFORMATION relating hereto without the BUYER'S prior written consent.

ARTICLE 11 INTELLECTUAL PROPERTY

11.1 As between the BUYER and the SUPPLIER, all INTELLECTUAL PROPERTY rights created or



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arising in connection with the SERVICES shall vest in the BUYER.

- 11.2 All INTELLECTUAL PROPERTY rights owned by the BUYER prior to the SERVICES being performed shall remain the property of the BUYER at all times.

ARTICLE 12 RIGHTS OF THIRD PARTIES

- 12.1 The PARTIES agree that no provision of these PURCHASING CONDITIONS will by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act"), confer any benefit on nor be enforceable by any person who is not a PARTY to these PURCHASING CONDITIONS, save for any indemnity under Article 15. The indemnity provisions of Article 15 are intended to be enforceable by any such indemnity by virtue of the Act.

ARTICLE 13 COMPLIANCE

- 13.1 General:

(a) All costs in connection with the SUPPLIER GROUP's compliance with APPLICABLE LAWS shall be for the SUPPLIER's account and shall be included in the rates and prices as set out in the CONTRACT.

(b) SUPPLIER shall comply with and shall ensure that all SUB-CONTRACTORS comply with APPLICABLE LAWS and not carry out or permit any act or omission which would result in a breach of or non-compliance with APPLICABLE LAWS.

(c) The SUPPLIER shall obtain all licenses, permits, temporary permits and authorisations required for the performance of the SERVICES, save to the extent that the same can only be legally obtained by the BUYER.

- 13.2 Anti-Bribery and Corruption: With regards to the CONTRACT, the SUPPLIER represents, warrants and undertakes (as separate representations, warranties and undertakings) that it has read and understood the BUYER's 'Anti-Bribery and Corruption Policy' and shall adhere to and procure that the other members of the SUPPLIER GROUP shall act in a manner consistent with the same in connection with the CONTRACT.

(a) The SUPPLIER represents, warrants and undertakes (as separate representations, warranties and undertakings) that the SUPPLIER GROUP has not BRIBED in connection with obtaining the CONTRACT.

(b) Without prejudice to the generality of Article 13.1(c), in connection with the CONTRACT, the SUPPLIER shall, and shall procure that the other members of the SUPPLIER GROUP shall: (i) comply with all ANTI-BRIBERY AND CORRUPTION LAWS; and (ii) not BRIBE.

(c) The SUPPLIER represents, warrants and undertakes (as separate representations, warranties and undertakings) that, to the best of its knowledge and belief, neither it nor any other member of the SUPPLIER GROUP is being or has been: (i) convicted of; or (ii) investigated for, any offence under ANTI-BRIBERY AND CORRUPTION LAWS. For the purpose of this Article 13, the expression 'to the best of its knowledge and belief' shall refer only to those matters within the direct knowledge and belief of the SUPPLIER and its agents, directors, officers, employees, consultants and agency personnel.

(d) The SUPPLIER represents, warrants and undertakes (as separate representations, warranties and undertakings) that: (i) its agents, directors, officers, employees, consultants and agency personnel have been given adequate training and informed of their obligations in relation to ANTI-BRIBERY AND CORRUPTION LAWS; (ii) it has in place adequate policies and procedures in relation to business ethics and conduct, including on reporting and investigating suspected violations, to prevent wrongdoing and which are compliant with ANTI-BRIBERY AND CORRUPTION LAWS; and (iii) it has used best endeavours to ensure that other members of the SUPPLIER GROUP comply with requirements equivalent to those in this Article 13.2(d).

(e) The SUPPLIER shall, and shall use best endeavours to procure that other members of the SUPPLIER GROUP shall, maintain and retain the COMPLIANCE RECORDS for the term of the CONTRACT and for a period of six (6) years thereafter.

(f) The SUPPLIER shall, and shall use best endeavours to procure that other members of the SUPPLIER GROUP shall provide the BUYER with: (i) access to and/or copies of all COMPLIANCE RECORDS and policies and procedures; and (ii) access to personnel and/or any facilities or premises at or from which the CONTRACT is being performed; in order to confirm compliance by the SUPPLIER with its obligations under this Article 13.2.

(g) The SUPPLIER shall notify the BUYER immediately in writing on: (i) becoming aware of any extortive solicitation, demand or other request for anything of value, by or on behalf of any person relating to the CONTRACT or its subject matter; or (ii) becoming aware of or suspecting that any of the representations, warranties or undertakings set out in this Article 13.2 are no longer accurate; or any failure to comply with any provision of this Article 13.2; in which event the SUPPLIER shall, and shall procure that the other members of the SUPPLIER GROUP shall, promptly take all steps as may be necessary and/or requested by the BUYER to remedy the breach and/or ensure minimum adverse effect on the CONTRACT.



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(h) The SUPPLIER shall, and shall procure that the other members of the SUPPLIER GROUP shall, not knowingly involve themselves in any business in connection with, or use information arising from the CONTRACT, in any manner which conflicts with the interests of the BUYER, the CO-VENTURERS or its or their AFFILIATES.

13.3 Sanctions and Trade Control:

(a) Without prejudice to the generality of Article 13.1(c), the SUPPLIER shall, and shall procure that the other members of the SUPPLIER GROUP shall, comply with all SANCTIONS AND TRADE CONTROL LAWS with respect to the SERVICES and not carry out or permit any act or omission which would result in a breach of or non-compliance with the same. With regards to SANCTIONS AND TRADE CONTROL LAWS, the SUPPLIER shall be responsible for obtaining any required government authorisations, including applicable export licenses or exemption authorisations.

(b) To the extent any GOODS or parts of GOODS (including software and technology) supplied by the SUPPLIER to the BUYER are subject to any such economic sanctions or export control laws and regulations of the U.S. or the EU, the SUPPLIER shall, upon the BUYER's placement of a request for quotation or a PURCHASE ORDER, whichever is the earliest, or in case of defective goods at the time of redelivery, without delay provide in a form satisfactory to the BUYER the following export control data of the goods: 1) the specific U.S. and/or EU export classification including the Export Control Classification Number ("ECCN") and/or any similar forms of classification identification, 2) country of manufacture, 3) percentage of U.S. content integrated to each of the GOODS, 4) confirmation as to whether or not the GOODS are direct products of U.S. technology and software, 5) Harmonized System Code ("HS Code"). This information shall be stated on quotations / order confirmations / commercial invoices / packing lists, when relevant.

(c) Without prejudice to the generality of Article 13.3(a), in connection with the CONTRACT, the SUPPLIER shall avoid any dealings with any person listed or designated as a sanctioned person (or any person owned or controlled (as such terms are defined under any SANCTIONS AND TRADE CONTROL LAWS) by a person listed or designated as a sanctioned person) under any SANCTIONS AND TRADE CONTROL LAWS (a "DESIGNATED PERSON"). The SUPPLIER shall notify the BUYER immediately in writing upon: (i) commencement of any procedure through which any member of the SUPPLIER GROUP may become a DESIGNATED PERSON; or (b) any member of the SUPPLIER GROUP becoming a DESIGNATED PERSON.

(d) Upon commencement of any procedure through which any member of the SUPPLIER GROUP may become a DESIGNATED PERSON the BUYER shall be entitled at any time to suspend or terminate all or any part of the SERVICES in accordance with the provisions of these PURCHASING CONDITIONS; or terminate the CONTRACT. The BUYER shall not be required to comply with any obligation under the CONTRACT which would place any member of the BUYER GROUP in breach of SANCTIONS AND TRADE CONTROL LAWS.

13.4 Modern Slavery:

(a) The BUYER takes a robust approach to slavery and human trafficking. The BUYER is absolutely committed to preventing slavery and human trafficking in its corporate activities and to ensuring that its supply chain is free from slavery and human trafficking. With regards to the CONTRACT, the SUPPLIER represents, warrants and undertakes (as separate representations, warranties and undertakings) that it has read and understood the BUYER's 'Modern Slavery and Human Trafficking Statement' and shall adhere to and procure that the other members of the SUPPLIER GROUP shall act in a manner consistent with the same in connection with the CONTRACT.

(b) In performing its obligations under the CONTRACT, the SUPPLIER shall and shall ensure each member of the SUPPLIER GROUP, shall: (i) comply with all applicable ANTI-SLAVERY LAWS; and (ii) not engage in any activity, practice or conduct that would constitute an offence under Section 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom.

13.5 Anti-Facilitation of Tax Evasion:

(a) Without prejudice to the generality of Article 13.1(c), the SUPPLIER shall, and shall procure that the other members of the SUPPLIER GROUP shall: (i) comply with all CFA REQUIREMENTS; and (ii) have and shall maintain in place throughout the term of the CONTRACT such policies and procedures as are both reasonable (defined by the CFA REQUIREMENTS) to prevent the facilitation of tax evasion by another person (including without limitation members of the SUPPLIER GROUP) and to ensure compliance with Article 13.5(a)(i).

(b) The SUPPLIER represents, warrants and undertakes (as separate representations, warranties and undertakings) that: (i) to the best of its knowledge and belief, neither it nor any other member of the SUPPLIER GROUP is being or has been convicted of or investigated for any offence under the CFA REQUIREMENTS.

(c) The SUPPLIER shall notify the BUYER immediately in writing: (i) on becoming aware of or suspecting any failure to comply with this



Article 13.5 and shall promptly take all such steps as may be necessary and/or requested by the BUYER to remedy the breach; (ii) upon receiving any request or demand from a THIRD PARTY to facilitate the evasion of tax within the meaning of CFA REQUIREMENTS in connection with the performance of this CONTRACT.

(d) The SUPPLIER shall save, indemnify, defend and hold harmless BUYER GROUP against all levies, charges, contributions and taxes of the type referred to in this Clause and any interest or penalty thereon which may be assessed by any appropriate governmental authority whether of the United Kingdom or elsewhere on the SUPPLIER GROUP in connection with this CONTRACT and from all costs reasonably incurred in connection therewith.

(e) If BUYER, any member of BUYER GROUP or CLIENT receives a notice requiring it to pay any levies, charges, contributions or taxes of the types referred to in this Clause and/or any interest or penalty thereon, BUYER shall (i) be entitled to make any payment which is required to be made by the relevant body or authority; (ii) have the right to withhold or deduct such sums from any monies due or which may become due to the SUPPLIER under any and all invoice(s) or otherwise pursuant to this and any CALL OFF ORDER connected to the CONTRACT.

13.6 Health, Safety, Quality and Environment: The BUYER places prime importance on health, safety, quality and environment ("HSQE") and requires that the SUPPLIER GROUP subscribes to and actively pursues the highest standards of HSQE performance. The SUPPLIER GROUP shall take full responsibility for the performance of the SERVICES. Upon request, the SUPPLIER shall provide the BUYER with a copy of its policy for HSQE. The BUYER reserves the right to access the SUPPLIER's premises to conduct and audit to confirm with this Article 13.6.

13.7 Indemnity: The SUPPLIER shall be responsible for, indemnify, defend and hold the BUYER GROUP harmless from and against all claims, liens, judgments, fines, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including legal fees and expenses) or causes or action of whatever nature, in respect of any failure by the SUPPLIER to comply with its obligations under this Article 13.

13.8 Breach of this Article 13 shall be deemed a material breach under Article 9.2.

ARTICLE 14 DISPUTE RESOLUTION

14.1 If any dispute arises in connection with the CONTRACT the BUYER'S Regional Director and the SUPPLIER'S equivalent of the Regional Director shall, within thirty (30) BUSINESS DAYS of a written request from one (1) PARTY to the other, meet in a good faith effort to resolve the

dispute. If the dispute is not resolved at that meeting, the matter shall be passed to the Managing Directors of each PARTY who shall meet in a good faith effort to resolve the dispute. If the dispute is still not resolved, the parties will attempt to settle it by mediation in an appropriate forum agreed on by both PARTIES. The commencement of a mediation will not prevent the PARTIES commencing or continuing court proceedings.

ARTICLE 15 LIMITATION OF LIABILITY

15.1 This Article 15 sets out the entire financial liability of the BUYER (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the SUPPLIER in respect of (a) any breach of the CONTRACT; (b) any use made by the BUYER of the SERVICES or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the CONTRACT.

15.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the CONTRACT.

15.3 Nothing in the CONTRACT limits or excludes the liability of the BUYER (a) for death or personal injury resulting from negligence; or (b) for any damage or liability incurred by the BUYER as a result of fraud or fraudulent misrepresentation by the BUYER.

15.4 Subject to Article 15.2 and Article 15.3:

(a) the BUYER shall not be liable for CONSEQUENTIAL LOSS; and

(b) the BUYER'S total cumulative liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price chargeable paid for the GOODS and/or SERVICES.

15.5 The SUPPLIER shall indemnify the BUYER against any claims for which the SUPPLIER is legally liable or for any additional costs arising out breach by the SUPPLIER of any conditions hereof required to be observed or performed by the SUPPLIER.

ARTICLE 16 FORCE MAJEURE

16.1 Neither PARTY shall be liable to the other for delay or failure in performing its obligations under the CONTRACT to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party and which by its nature could not have been foreseen by such party or, if it could have been foreseen was unavoidable, provided that the SUPPLIER uses all reasonable endeavours to cure any such events or circumstances and resume

performance under the CONTRACT. This includes without limitations, acts of God, Governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, strikes or other labour disputes (whether or not relating to either PARTY'S workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate suitable materials. If any events or circumstances prevent the SUPPLIER from carrying out its obligations under the CONTRACT for a continuous period of ten (10) BUSINESS DAYS, the BUYER may terminate the CONTRACT with the SUPPLIER immediately by giving written notice to the SUPPLIER.

ARTICLE 17 GENERAL PROVISIONS

- 17.1 Assignment and Subcontracting: The BUYER may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the CONTRACT. The SUPPLIER may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the CONTRACT without the BUYER'S prior written consent.
- 17.2 Notices: Any notice or other communication given to a PARTY under or in connection with the CONTRACT shall be in writing, addressed to that PARTY at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that PARTY may have specified to the other PARTY in writing in accordance with this Article, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier, or e-mail. The email address is such email address as is published by the BUYER in any correspondence with the BUYER. The email address for the SUPPLIER is such email address as is published by the SUPPLIER in any correspondence with the SUPPLIER. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered office (if it is a company) or its principal place of business (in any other case) or such other address as that PARTY may have specified to the other PARTY in writing in accordance with this Article, if sent by pre-paid first class post or recorded delivery, at 10.00 am on the second BUSINESS DAY after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one BUSINESS DAY after transmission. The provisions of this Article shall not apply to the service of any proceedings or other documents in any legal action.
- 17.3 Severance: If any provision of the CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity and unenforceability shall not affect the other provision of the CONTRACT and all provision not affected by such invalidity or unenforceability shall remain in full force and effect.
- 17.4 Waiver: A waiver of any right or remedy under the CONTRACT is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the CONTRACT or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.5 Variation: Except as set out in the CONTRACT, any variation to the CONTRACT, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the both PARTIES.
- 17.6 Insurance: During the term of the CONTRACT, the SUPPLIER shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the CONTRACT, and shall, on the BUYER'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. Each insurance policy referred to in this Clause 17.6 shall be endorsed to include a waiver of subrogation in favour of the BUYER GROUP.
- 17.7 Governing Law & Jurisdiction: The validity and performance of the CONTRACT and matter pertaining hereto shall be governed by English Law excluding those conflicts of law rules and choice of law principles which would deem otherwise and shall subject to the exclusive jurisdiction of the English Courts.
- 17.8 Exclusivity: The CONTRACT is a non-exclusive contract.

