

## 1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Contract Terms.

### Definitions

**Commencement Date:** has the meaning given in Clause 2.2.

**Contract Terms:** these terms and conditions as amended from time to time in accordance with Clause 20.2.

**Contract:** the contract between the Supplier and the Purchaser for the supply of Goods and/or Works in accordance with the Order and these Contract Terms.

**Delivery Date:** the date for delivery set out in the Order, overleaf or in any delivery schedule.

**Delivery Location:** the address for delivery of Goods as set out in the Order.

**Force Majeure Event:** any cause beyond a party's reasonable control including governmental action, war, riot, terrorist attack, civil commotion, fire, flood, epidemic or pandemic, labour disputes including labour disputes involving the work force or any part thereof of that party, restraints or delays affecting shipping or carriers, currency restrictions, the imposition of trade tariffs, quotas or similar measures (and any associated costs for the Purchaser), and acts of God.

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

**Goods Specification:** any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Purchaser and the Supplier.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

**Order:** the Purchaser's order for the supply of Goods and/or Works, as set out in the Purchaser's purchase order form, or the Purchaser's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

**Purchaser:** voestalpine Metsec plc, registered in England and Wales with company number 01551970.

**Purchaser's Code of Conduct:** the voestalpine AG Business Partners Code of Conduct (English version) applicable to the Purchaser's suppliers, as amended from time to time and available at: <https://www.voestalpine.com/group/en/group/compliance/code-of-conduct-for-voestalpine-business-partners/>.

**Purchaser's Goods:** all and any Tooling, together with all and any negatives and other goods and

materials supplied by the Purchaser to the Supplier.

**Supplier:** the person or firm who supplies the Goods and/or provides the Works to the Purchaser.

**Special Conditions:** the special conditions (if any) set out in the annexure to these Contract Terms.

**Tooling:** all and any dies, tools, patterns and equipment ordered by the Purchaser from the Supplier to be used in the manufacture of the Goods.

**Works:** the services supplied by the Supplier to the Purchaser as set out in the Order and/or in any separate Works Specification.

**Works Specification:** the description or specification for the Works provided in writing by the Supplier to the Purchaser.

## 1.2. Interpretation

- 1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.2.2. A reference to a party includes its successors and permitted assigns.
- 1.2.3. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5. A reference to writing or written excludes fax but not email.

## 2. BASIS OF CONTRACT

- 2.1. The Order constitutes an offer by the Purchaser to purchase Goods and/or Works from the Supplier in accordance with these Contract Terms.
- 2.2. The Order shall be deemed to be accepted on the earlier of:
  - 2.2.1. the Supplier issuing written acceptance of the Order; or
  - 2.2.2. any act of the Supplier consistent with fulfilling the Order (including the commencement of any work or the delivery of any Goods or the performance of any Works),at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3. These Contract Terms, together with the Order, the Purchaser's Code of Conduct and the benefit of any terms and conditions implied in favour of a purchaser which are not inconsistent with the Contract Terms, constitute the entire agreement between the Supplier and the

Purchaser and shall apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.

- 2.4. All of these Contract Terms shall apply to the supply of both Goods and Works except where the application to one or the other is specified.
- 2.5. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Contract Terms.

### **3. SUPPLY OF GOODS**

- 3.1. The Supplier shall ensure that the Goods shall:
  - 3.1.1. correspond with their description and any applicable Goods Specification, drawings or samples;
  - 3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser, expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgement;
  - 3.1.3. where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
  - 3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2. Without prejudice to any other of the Purchaser's rights and remedies, in the event that the Supplier is in default of Clause 3.1 in any way, or if Goods are damaged in transit, the Purchaser may at its option require such Goods to be replaced forthwith free of charge or reject such Goods and be refunded the purchase price in accordance with Clause 5.4.
- 3.3. The Supplier shall ensure that at all times it had and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

### **4. CHANGES IN SPECIFICATION**

The Purchaser may at any time and for any reason make changes in writing relating to the Contract, including changes in the drawings or Goods Specification, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, the performance of the Contract, an equitable adjustment shall be made to the price, delivery schedule or both. Any claim or adjustment by the Supplier must be approved by the Purchaser in writing before the Supplier proceeds with such change.

### **5. INSPECTION**

- 5.1. Prior to delivery to the Purchaser, the Supplier shall adequately inspect and test the Goods and if the Purchaser so requires the Supplier shall furnish the Purchaser with test certificates

and complete such questionnaires as the Purchaser may reasonably require.

- 5.2. The Supplier shall allow the Purchaser or its authorised representative unrestricted access to any area of any premises where the Goods or any part are being manufactured or stored or where any of the Purchaser's Goods are being kept in order that the Purchaser or its authorised representative may inspect, test, or inspect tests of the same, or verify conformance of Goods with the specification requirements of the Purchaser or carry out such inspection as may be reasonably necessary for the Purchaser to ensure that proper quality procedures are being carried out by the Supplier. The Supplier shall afford the Purchaser or its authorised representative such use of the Supplier's equipment and employees as is reasonable in the circumstances in order to facilitate such inspection, testing or verification. 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.
- 5.3. If following any inspection or testing by or on behalf of the Purchaser pursuant to Clause 5.2 the Purchaser considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at Clause 3.1, the Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Purchaser may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5.4. Notwithstanding any prior inspection or testing by or on behalf of the Purchaser pursuant to Clause 5.2, all Goods supplied shall be subject to the Purchaser's inspection and right of rejection at any time within 12 months of delivery irrespective of date of payment therefor and however slight the failure to meet the requirements of the Contract (and sections 15 (A)(1) and 30 (2A) of the Sale of Goods Act 1979 (as amended) shall not apply). When Goods are rejected either in part or in total they will be returned at the Supplier's expense.

## **6. DELIVERY OF GOODS**

- 6.1. The Supplier shall ensure that:
- 6.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- 6.1.2. each delivery of the Goods is accompanied by a detailed advice note marked for the attention of the Quality Control Supervisor, which shows the date of the Order, the Purchaser's official order number, the type and quantity of the Goods, a certificate of conformity, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered, and a copy of each such delivery advice note must be sent by post to the Purchaser to the Delivery Location stated overleaf on the day that the Goods are despatched.
- 6.2. Transit and offloading shall be at the Supplier's risk and no charges for packing, carriage or insurance will be allowed unless otherwise specified. If any packing materials are clearly marked as the property of the Supplier and the Supplier states on the delivery note and invoice that such items should be returned and to what address they should be sent, the Purchaser will return them at the Supplier's expense. In the absence of such instructions for their return the Purchaser may, without notice to the Supplier, dispose of them as the Purchaser thinks fit

without being liable to account in any way to the Supplier.

6.3. The Supplier shall deliver the Goods:

6.3.1. on the Delivery Date;

6.3.2. at the Delivery Location; and

6.3.3. during such hours as instructed by the Purchaser in writing.

6.4. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

## **7. EXCESS QUANTITIES AND EARLY DELIVERY**

7.1. The Purchaser is not obliged to (but at its option may elect to) accept and pay for any Goods produced or Work done in excess of the quantity specified under the Contract or Goods supplied earlier than the Delivery Date.

7.2. Any Goods referred to in Clause 7.1 which are not accepted by the Purchaser will remain at the Supplier's risk and the Purchaser may return the same to the Supplier at the Supplier's risk and expense.

## **8. PROVISION OF WORKS**

8.1. The Supplier shall from the Commencement Date and for the duration of the Contract provide the Works to the Purchaser in accordance with the Contract Terms.

8.2. The Supplier shall meet any performance dates for the Works that the Purchaser notifies to the Supplier.

8.3. In providing the Works, the Supplier shall:

8.3.1. co-operate with the Purchaser in all matters relating to the Works, and comply with all instructions of the Purchaser;

8.3.2. perform the Works with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

8.3.3. ensure that the Works will confirm with all descriptions, standards and specifications set out in any Works Specification;

8.3.4. provide all equipment, tools and such other items as are required to perform the Works;

8.3.5. use the best quality goods, materials, standards and techniques; and

8.3.6. comply with any additional obligations as set out in the Works Specification.

## **9. TITLE AND RISK**

- 9.1. Subject to Clause 9.2, title and risk in the Goods will pass to the Purchaser at the time and place of delivery unless otherwise specifically agreed.
- 9.2. Where the Purchaser has made payment in advance of delivery of any Goods which the Supplier has:
- 9.2.1. acquired or subsequently acquires specifically for the Purchaser; or
- 9.2.2. appropriated or subsequently appropriates to the Contract,
- title in such Goods shall pass to the Purchaser upon payment or, if later, as soon as such Goods are acquired specifically for the Purchaser or are appropriated to the Contract but risk in the Goods shall not pass to the Purchaser until the time and place of delivery.

## **10. PRICE AND PAYMENT**

- 10.1. The price for the Goods:
- 10.1.1. shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
- 10.1.2. shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Purchaser.
- 10.2. The charges for the Works shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Works. Unless otherwise agreed in writing by the Purchaser, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Works.
- 10.3. In respect of the Goods, the Supplier shall invoice the Purchaser on or at any time after completion of delivery. In respect of Works, the Supplier shall invoice the Purchaser on completion of the Works. Each invoice shall include such supporting information required by the Purchaser to verify the accuracy of the invoice, including the Purchaser's relevant official order number.
- 10.4. In consideration of the supply of Goods and/or Works by the Supplier, payment by the Purchaser will normally be made (and will be made no earlier than) 60 days from the end of the calendar month in which the Purchaser receives a correctly rendered invoice.
- 10.5. Without prejudice to any other of the Purchaser's rights or remedies, payment may be delayed by the Purchaser if:
- 10.5.1. the Supplier is in breach of the Contract or any other contract with the Purchaser; or
- 10.5.2. the Supplier fails to comply with the instructions in the Order; or
- 10.5.3. invoices correspondence or advice notes relating to the Goods do not state the Purchaser's official order number.

10.5.4. Such delay will not affect the Purchaser's rights to any cash discount to be allowed on the price of Goods supplied under the Contract.

- 10.6. All amounts payable by the Purchaser under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply of VAT purposes is made under the Contract by the Supplier to the Purchaser, the Purchaser shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of Goods or Works or both, as applicable, at the same time as payment is due for the supply of the Goods or Works.
- 10.7. The Purchaser shall at any time be entitled to apply any money due to the Supplier or any associated company of the Supplier, in respect of any Goods or Works, in settlement of such invoices or accounts in respect of such Goods or Works as the Purchaser may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Supplier. In this Clause 10.7, the expression "associated company" shall have the meaning attributed to it under section 408 of the Corporation Tax Act 2010.

## **11. TOOLING**

- 11.1. Invoices for Tooling, whether to be paid for in whole or part by the Purchaser, shall be rendered separately from invoices for other Goods supplied by the Supplier. Payment of such Tooling invoices shall not be authorised until the Purchaser approves the quality of samples of Goods produced from such Tooling.
- 11.2. Tooling shall be kept securely in good condition by the Supplier adequately protected from all risks (including fire, theft and weather) without expense to the Purchaser.
- 11.3. No Tooling and no specifications, plans, drawings or other documentation or information supplied by the Purchaser to the Supplier or used in the manufacture of the Goods or performance of the Contract shall be used in the production, manufacture or design of any other goods without the prior written consent of the Purchaser.
- 11.4. At the termination of the Contract, Tooling will be delivered at the Supplier's expense to the Purchaser's premises or as the Purchaser shall direct. The Supplier shall not dispose of Tooling without the prior written consent of the Purchaser.

## **12. NEGATIVES AND ISSUED MATERIALS**

All negatives and other goods and materials supplied by the Purchaser to the Supplier whether for the purpose of manufacture, processing, repair or storage or otherwise in connection with the Contract shall not be removed from the Supplier's premises without the prior written instructions of the Purchaser except for the purpose of fulfilling the Contract. The Supplier shall return to the Purchaser such negatives and such number or quantity of Goods specified in the Order or shall account for failure to do so to the satisfaction of the Purchaser. Any surplus of such goods or materials shall be returned to the Purchaser or disposed of as the Purchaser may direct. Without prejudice to any other rights or remedies of the Purchaser, waste of such materials other than in the normal course of the performance of the Contract shall be made good at the Supplier's expense.

### **13. PURCHASER'S GOODS**

- 13.1. Title to the Purchaser's Goods shall remain with the Purchaser who may retake possession thereof at any time without notice. The Supplier shall keep the Purchaser's Goods separate and apart from all property of other persons and shall clearly mark the Purchaser's Goods as the Purchaser's property.
- 13.2. The Supplier hereby agrees to indemnify the Purchaser against loss of or damage to the Purchaser's Goods during the time they are in the Supplier's possession, custody or control. During such time the Supplier shall adequately insure the Purchaser's Goods in the name of and for the benefit of the Purchaser at the Supplier's expense with a reputable insurance company against loss or damage arising from any cause whatsoever and shall produce to the Purchaser on demand the policies of such insurance and the receipts for premiums paid thereon.
- 13.3. The Supplier hereby waives any lien that it might otherwise have (whether at the date hereof or subsequently) on any of the Purchaser's Goods for work done thereon or otherwise but this Clause 13 shall not be construed as a waiver of any other right of recovery of any charges that may be due to the Supplier for such work.
- 13.4. The Supplier shall promptly pay the Purchaser on demand the full replacement value of any of the Purchaser's Goods which are not returned or satisfactorily accounted for.

### **14. EXCLUSIVE MANUFACTURE**

The Supplier will not either during the term of the Contract or at any time thereafter:

- 14.1. manufacture or procure to be manufactured, for any person or company other than the Purchaser any goods to designs or specifications originated or owned by the Purchaser; or
- 14.2. disclose to any person or company any manufacturing process, design, negative, engineering drawing or data, information, or any other trade secret of whatsoever nature relating to the Purchaser or the Goods or Works being supplied to the Purchaser under the Contract.

### **15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1. The Supplier agrees to assign to the Purchaser all Intellectual Property Rights in any inventions, improvements and discoveries conceived in the performance of the Contract (whether such is patentable or not) made by the Supplier or any person employed by or working under the direction of the Supplier. On completion of the Contract, the Supplier shall give to the Purchaser all designs, negatives, engineering drawings and data and information of whatsoever nature in its possession and cause its employees to sign any documents necessary to transfer title to such Intellectual Property Rights to the Purchaser and to enable the Purchaser to file applications for patents throughout the world and to obtain title thereto, and the Supplier shall use its best endeavours to facilitate the same.
- 15.2. The Supplier warrants that the sale or use of Goods supplied, or the performance of the Works, in each case pursuant to the Contract will not infringe the Intellectual Property Rights of any third party in any country in the world.



- 15.3. The Supplier acknowledges that all rights in all materials, equipment and tools, drawings, specifications and data supplied by the Purchaser are and shall remain the exclusive property of the Purchaser.

## **16. TERMINATION**

- 16.1. Without affecting any other right or remedy available to it, the Purchaser may terminate the Contract and (at the Purchaser's election) any other contract for the supply of goods and/or services made between the Supplier and the Purchaser, in each case with immediate effect by giving written notice to the Supplier and without the Purchaser incurring any liability to the Supplier, in the event that:
- 16.1.1. there is a change of control of the Supplier; or
  - 16.1.2. the Supplier commits a breach of Clause 22 and/or Clause 23; or
  - 16.1.3. there is substantial movement in the price of the Goods and/or Works ordered or of competitive goods and/or services; or
  - 16.1.4. the Supplier fails to deliver the Goods and/or provide the Works on the date set out in the Order or in any delivery schedule; or
  - 16.1.5. the quality of the Goods supplied by the Supplier either in performance of the Contract or as a sample is such that they do not conform to specification, drawings, samples or other descriptions or they are unfit or insufficient for the purpose intended or that they are not of satisfactory quality or defective in material or workmanship; or
  - 16.1.6. in performing any Works, the Supplier fails to comply with any of the provisions of Clause 8.3; or
  - 16.1.7. the Supplier has indicated to the Purchaser that the Supplier is the manufacturer of the Goods and the Supplier has subcontracted the manufacture without the prior written consent of the Purchaser.
  - 16.1.8. the Supplier (being a company) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
  - 16.1.9. the Supplier (being an individual) has a bankruptcy order made against him or has made an arrangement or composition with his creditors or otherwise taken the benefit of any act of parliament for the time being in force for the relief of insolvent debtors; or
  - 16.1.10. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease

to carry on all or a substantial part of its business; or

- 16.1.11. the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
- 16.1.12. subject always to the preceding provisions of this Clause 16.1 the terms of which shall prevail, the Supplier commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

## **17. TERMINATION FOR CONVENIENCE**

- 17.1. The Purchaser may at any time give written notice to the Supplier to terminate the Contract forthwith without giving a reason. In such event the Purchaser shall pay and the Supplier shall accept in settlement of all claims under the Contract such a sum as shall reasonably compensate the Supplier for work done and raw materials received and paid for by the Supplier in and for the performance of the Contract prior to its termination.
- 17.2. The provisions of Clause 17.1 shall not apply if the Contract is terminated by the Purchaser as a result of the default of the Supplier under any term of the Contract.

## **18. INDEMNITY**

- 18.1. Without prejudice to the Purchaser's rights under any condition, warranty or other term implied herein by statute or by common law or under any term of the Contract, the Supplier shall indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including those arising as a result of the stopping of or interference with the production or manufacture or supply by the Purchaser of any goods or services, and including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with:
  - 18.1.1. any claim made against the Purchaser for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Works (excluding the Purchaser's Goods provided pursuant to Clause 12);
  - 18.1.2. any defect in any Goods supplied or Works performed by the Supplier or by such Goods and/or Works not complying with any specification, drawings, samples or other description, including any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered (to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors) and/or defects in the Works performed;
  - 18.1.3. any delay, default or non-delivery under the Contract (arising other than as a result of the negligence of the Purchaser), including any claim made against the Purchaser by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Works, 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;

18.1.4. (directly or indirectly) any other breach by the Supplier of the Contract.

18.2. In the event of an indemnity claim by the Purchaser pursuant to Clause 18.1.3, such indemnity shall extend to any increase in:

18.2.1. the cost of labour or material required to produce the Goods;

18.2.2. the cost of transportation of the Goods;

18.2.3. the cost of any other item in connection with the Goods and/or Works which would not have been incurred but for such delay, default or non-delivery,

in each case incurred by the Purchaser in relation to the supply of Goods and/or provision of Works which has been delayed or rendered impossible by the breach by the Supplier of its obligations hereunder.

18.3. Any sums expended by the Purchaser pursuant to this Clause 18 shall be reimbursed to the Purchaser by the Supplier on demand.

18.4. This Clause 18 shall survive termination of the Contract.

## **19. FORCE MAJEURE**

19.1. Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly.

19.2. If the affected party has not resumed full performance of any obligations suspended under Clause 19.1 within 45 days after the start of the Force Majeure Event, the other party may terminate the Contract by giving 7 days' prior written notice to the affected party.

## **20. ALTERATIONS IN CONTRACT TERMS**

20.1. The Supplier will forthwith notify the Purchaser in writing of any increase in the credit period and/or the rates of discount which the Supplier extends to its customers.

20.2. Except as set out in these Contract Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

## **21. CONFIDENTIALITY**

21.1. The Supplier will not in any way whatsoever advertise or publish the fact that the Supplier has contracted to supply to the Purchaser the Goods or Works without first obtaining the written consent of the Purchaser .

21.2. The Supplier undertakes that it shall not at any time:

21.2.1. disclose to any person any confidential information concerning the business,

assets, affairs, customers, clients or suppliers of the Purchaser; or

- 21.2.2. use the Purchaser's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## **22. COMPLIANCE WITH LAWS AND CODE OF CONDUCT**

- 22.1. In performing its obligations under the Contract, the Supplier shall:
  - 22.1.1. comply with all applicable laws, statutes, regulations and codes from time to time in force; and
  - 22.1.2. comply with the Purchaser's Code of Conduct.
- 22.2. Without prejudice to the generality of Clause 22.1, any Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and the Supplier agrees before delivery of any Goods to furnish the Purchaser in writing with a list of any harmful or potentially harmful properties or ingredients in the articles supplied whether in the transport, handling, use or otherwise, and thereafter provide information concerning any changes in such properties or ingredients. The Purchaser will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974.

## **23. ANTI-FACILITATION OF TAX EVASION**

- 23.1. Without prejudice to the generality of Clause 22.1, the Supplier shall during the term of the Contract:
  - 23.1.1. not engage in any activity, practice or conduct which would constitute either:
    - 23.1.1.1.a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
    - 23.1.1.2.a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
  - 23.1.2. establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with Clause 23.1.1;
  - 23.1.3. notify the Purchaser in writing if it becomes aware of any breach of Clause 23.1.1 or has reason to believe that it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Contract;
  - 23.1.4. upon written demand by the Purchaser (being no more frequently than annually), certify to the Purchaser in writing signed by an officer of the Supplier, compliance with this Clause 23 by the Supplier and all persons referred to in Clause 23.2 and provide such supporting evidence of compliance as the Purchaser may reasonably request.

- 23.2. The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 23 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Purchaser for any breach by such persons of any of the Relevant Terms.

## **24. ARTIFICIAL INTELLIGENCE**

- 24.1. The Supplier shall give the Purchaser as much advance notice as possible if it proposes to use an artificial intelligence (**AI**) system to provide Goods or Works to the Purchaser. This applies to the Supplier's use of AI systems to directly provide goods or services, and not to use of AI systems as part of the Supplier's internal management.
- 24.2. The Supplier shall implement and adhere to the highest standards of responsible and ethical practices when designing, implementing, monitoring, training, testing, deploying, or otherwise developing or using AI systems. This includes adhering to all applicable:
- 24.2.1. laws and regulations;
  - 24.2.2. industry requirements and standards; and
  - 24.2.3. guidance and codes of practice issued by a relevant regulatory authority.
- 24.3. The Supplier must not use or retain the Purchaser's data or confidential information for the purposes of training or inputting into any AI system or model without prior written approval of the Purchaser.
- 24.4. Where the Supplier uses third-party providers to develop an AI system, it must implement appropriate risk management and supervision measures to ensure that such third-party provider adheres to the standards set out in this Clause 24.

## **25. WARRANTY OR GUARANTEE**

The Supplier consents to the Purchaser assigning any warranty, guarantee or similar rights given by the Supplier to the Purchaser in relation to the Goods or Works (as set out in the relevant specification and/or quotation) to any other person or company to whom the Purchaser sells, hires or otherwise transfers such Goods or Works, to the intent that such warranty, guarantee or similar rights may be enforced against the Supplier not only by the Purchaser but also by any person or company claiming through the Purchaser as a result of this Clause 25.

## **26. GENERAL**

- 26.1. Assignment and other dealings
- 26.1.1. The Purchaser 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 and obligations under the Contract.
  - 26.1.2. The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate,

declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

- 26.2. Failure or delay by the Purchaser to enforce any of the Contract Terms will not be construed as a waiver of any of its rights or remedies hereunder.
- 26.3. In relation to all obligations of the Supplier under the Contract, the time of performance is of the essence.
- 26.4. The legal construction of the clauses of the Contract shall not be affected by their headings which are for convenience of reference only.
- 26.5. Any notice to be given or served on the Purchaser hereunder shall be in writing and sent to the address of the Purchaser stated in these Contract Terms or its registered office by registered post. Any notice to be given or served on the Supplier hereunder shall be in writing and sent to the address of the Supplier stated in the Order or its registered office by registered post.
- 26.6. 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 26.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

## **27. LAW AND JURISDICTION**

- 27.1. 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.
- 27.2. 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.