

## Terms and Conditions for the Purchase of goods and services

### 1. Definitions and Interpretation

1.1 **Definitions.** In these Terms and Conditions, the following definitions apply:

**Affiliate:** any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purposes of this definition, “subsidiary” and “holding company” shall have the meanings assigned to them under the Companies Act 2006 (as amended).

**Bribe:** anything that would amount to an offence of bribery or corruption under applicable corruption law (including anything which would be an offence under the Bribery Act 2010 as amended if the persons concerned were subject to the jurisdiction of the UK courts under such Act) and “Bribes”, “Bribed”, “Bribery” and other variants of “Bribe” shall be construed accordingly.

**Business Day:** a day when banks in the country of origin of the Buyer are open for business.

**Buyer:** the company or person(s) purchasing the Goods and/or Services from the Supplier as detailed in the contract.

**Buyer Group:** the Buyer, its Co-Venturers, its and their Affiliates, its sub-contractors and its and their respective directors, invitees, officers and employees but shall not include any member of the Supplier Group.

**Charges:** the charges payable by the Buyer for the supply of Goods and/or Services in accordance with Clause 8.

**Claims:** any and all claims, demands, judgments, liabilities, damages, costs (including legal costs), losses, penalties, expenses and causes of action of whatever nature.

**Conditions:** these terms and conditions as amended from time to time in accordance with Clause 27.6 shall apply to every proposal, quotation and form part of the Contract to the Customer.

**Consequential Loss:** consequential or indirect loss under English law; and loss and/or deferral of services, loss of product, loss of use, loss of opportunity, loss of revenue, profit or anticipated profit (if any) in each case whether direct or indirect, and whether or not foreseeable at the date of the Contract.

**Contract:** the contract between the Supplier and the Buyer for purchases in addition to these Conditions and includes any Buyer’s PO.

**Co-Venturer:** any other entity with whom the Buyer or the Supplier, as the case may be, is or may be from time to time a party to a joint operating agreement, production sharing agreement or similar agreement relating to the Contract and operations in respect of which the Services is being provided.

**Data Protection Legislation:** all applicable laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality, security, integrity or protection of personal data, including without limitation, the EU Data Protection Directive 95/46/EC and the EU ePrivacy Directive 2002/58/EC together with all national implementing legislation, the EU General Data Protection Regulation 2016/679, the Philippine Data Privacy Act of 2012 and its Implementing Rules and Regulations, and all other applicable data protection laws, in each case as amended or superseded from time to time.

**Embargoed Country:** any country or geographic region subject to comprehensive economic sanctions or embargoes administered by OFAC or the European Union, including without limitation Cuba, Iran, North Korea, Syria, and the Crimea region.

**Global Trade Laws:** the U.S. Export Administration Regulations; the U.S. International Traffic in Arms Regulations; the economic sanctions rules and regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) as well as any relevant Executive Orders; the economic sanctions rules and regulations administered by the United Kingdom’s European Union (“E.U.”) Council Regulations on export controls, including Nos. 428/2009, 267/2012; other E.U. Council sanctions regulations, as implemented in E.U. Member States; United Nations sanctions policies; all relevant regulations made under any of the foregoing; and other applicable economic sanctions or export and import control laws.

**Goods and/or Services:** any goods, services and/or other items to be provided by the Supplier as detailed in the PO.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade 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.

**Main Contract:** the contract as between the Buyer and its client (if applicable).

**PO:** an order for the supply of Goods and/or Services placed by the Buyer and which incorporates these Conditions.

**QHSE:** Quality; health; safety; and the environment.

**QHSE Requirements:** all requirements, regulations, practices; policies and procedures applicable at the Buyer’s site; Affiliate or third party

premises at which the Goods and/or Services are supplied or performed from time to time in so far as they relate to QHSE matters.

**Sanctioned Person:** at any time: (a) any person or entity included on: OFAC’s Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions Identifications List, or the Foreign Sanctions Evaders List; the E.U.’s Consolidated List of Sanctions Targets; or any similar list; (b) any person resident in, or entity organised under the laws of, an Embargoed Country; or (c) any person or entity majority-owned or controlled or acting on behalf of any of the foregoing.

**Supplier Materials:** all materials, equipment, documents and other property of the Supplier.

**Services:** the services supplied by the Supplier to the Buyer as set out in the Contract.

**Specification:** any specification for the Goods and/or Services, including any related plans and drawings that are agreed by the Buyer and Supplier.

**Sub-Contractor:** any party (other than the Supplier) with whom the Supplier has a contract for performance of any part of the Services, or with whom the Supplier has a contract (other than as set out in the Contract) for performance of services relating to the Supplier, and, shall extend to include such party’s sub-contractors and vendors.

**Supplier:** the person, organisation or company named in the PO from whom the Buyer purchases the Goods and/or Services.

**Supplier Group:** the Supplier, its Co-Venturers, its and their Affiliates, its Sub-Contractors and its and their respective directors, invitees, officers and employees but shall not include any member of the Buyer Group.

**Supplier Vessel:** a vessel either owned or chartered by the Supplier and used in connection with the Services under the Contract.

**Tax:** any tax, levy, impost, duty or other charge, fee, deduction or withholding of a similar nature including, but not limited to income tax or social security withholding (including any penalty, surcharge or interest payable in connection with the failure to pay, or delay in paying, any of these).

1.2 Words denoting the singular shall include the plural and vice versa.

### 2. Agreement

2.1 The Buyer agrees to purchase the Goods and/or Services from the Supplier and the Supplier agrees to supply the Goods and/or Services in accordance with the terms and conditions set out in these Conditions and the PO (which together constitute the Contract).

2.2 Where the contemplated relationship is one involving the sub-contracting of Services or the provision of Goods, then the Supplier agrees to be bound on a back to back basis by the terms and conditions of the Main Contract as may be applicable and which are deemed incorporated herein. Where such terms and conditions are inconsistent with the Conditions herein, the terms and conditions of the Main Contract shall prevail.

### 3. Acceptance of Purchase Order

The PO shall not be binding upon the Buyer until these Conditions are accepted by receipt of a signed order acceptance or accepted by commencement of the Services/provision of the Goods whichever is the earlier. The Buyer reserves the right to reject any acceptance, which is received by the Buyer more than fourteen working days after the date of the Purchase Order. These terms and conditions shall have precedence over any other purported conditions appearing on any document or correspondence from the Supplier, and any such other purported conditions shall have no effect whatsoever except insofar as they are expressly agreed by the Buyer.

### 4. Supply of Goods

4.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982) and fit for any purpose held out by the Supplier or 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, materials and workmanship and remain so for 12 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.

4.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consent and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

4.3 The Buyer shall have the right to inspect and test the Goods at any time before the Date of Delivery. If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to conform to the Supplier’s undertakings at Clause 4.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

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- 4.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the 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.
- 5. Delivery & Ownership of Goods**
- 5.1 The Supplier shall deliver the Goods:
- on the date specified in the Contract unless otherwise agreed by the Parties (the "Date of Delivery");
  - to the Premises or such other location as set out in the Contract or as instructed by the Buyer before delivery (the "Delivery Location"); and
  - during the Buyer's normal hours of business or as instructed by the Buyer.
- 5.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 5.3 The Supplier shall ensure that:
- the Goods are properly packed and secured in such a manner as to enable them to reach the Delivery Location in good condition;
  - the delivery of the Goods is accompanied by a delivery note which shows the date of the PO, the PO number, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered in instalments, the outstanding balance of Goods remaining to be delivered; and
  - if the Supplier requires the Buyer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 5.4 If the Supplier:
- delivers less than 95% of the quantity of Goods ordered, the Buyer may reject the Goods; or
  - delivers more than 105% of the quantity of Goods ordered, the Buyer may at its sole discretion reject the Goods or the excess Goods.
- Any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less the quantity of Goods ordered and the Buyer accepts the delivery, a pro rata adjustment shall be made to the Contract for the Goods.
- 5.5 The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.
- 5.6 Title and risk in the Goods shall pass to the Buyer on completion of delivery on the Date of Delivery.
- 6. Supply of Services**
- 6.1 The Supplier shall supply the Services to the Buyer in accordance with the Contract in all material respects.
- 6.2 The Supplier shall meet any performance dates specified in the Contract or notified to the Buyer by the Buyer.
- 6.3 In providing the Services, the Supplier shall:
- cooperate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
  - perform the Services with the best care, skill and diligence with best practice in the Supplier's industry, profession or trade;
  - use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - ensure that the Services and / or Goods will conform with all descriptions and Specifications and that the Goods shall be fit for any purpose expressly or impliedly made known to the Supplier by the Buyer;
  - provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - use the best quality goods, materials, standards and techniques, and ensure that the Goods, and all goods materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
  - obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations; and
  - not omit or do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.
- 7. Buyer's obligations**
- The Buyer shall:
- ensure that the terms of the Contract and any information provided in the Contract are complete and accurate;
  - cooperate with the Supplier in all matters relating to the Goods and / or Services within a reasonable time;
  - provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods and / or Services, and ensure that such information is accurate in all material respects within a reasonable time; and
  - appoint a named representative who will be responsible for liaison between the Buyer's organisation and the Supplier's organisation who can enter into legally binding agreements with the Supplier.
- 8. Charges and payment**
- 8.1 The Charges for the Goods and/or Services:
- shall be as set out in the Contract or, if no price is quoted, the price set out in the Supplier's published price list in force as at the Date of Delivery; and
  - shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Buyer. No extra charges shall be effective unless agreed in writing and signed by the Buyer;
  - shall be set out in the Contract, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of Services. Unless otherwise agreed in writing by the Buyer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of Services;
  - in respect of Goods, shall be invoiced by the Supplier to the Buyer within 30 days after the Date of Delivery.
  - in respect of Services, shall be invoiced by the Supplier to the Buyer within 30 days of completion of the Services;
  - invoices must be received by the Buyer within the time period set out in Clauses 8.1(d) and/or (e), and in the event that an invoice is not received within the aforesaid time period, the Buyer shall not be liable to pay that invoice;
  - shall be sent in an invoice directly to the Buyer at the address and for the attention of such persons indicated in the Contract to receive invoices;
  - payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT) and any local taxes that may apply. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Buyer, the Buyer 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 the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services;
- 8.2 In respect of the Charges:
- Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and the Supplier shall allow the Buyer to inspect such records at all reasonable times on request;
  - Buyer reserves the right to set off payments against any invoice amount which is in dispute or owed by the Supplier. Any exercise by the Buyer on its rights under this Clause shall not limit or affect any other rights or remedies available to it under the Contract.
- 9. Intellectual Property Rights**
- 9.1 In respect of the Goods and any Goods that are transferred to the Buyer as part of the Services under the Contract, the Supplier warrants that it has full and clear unencumbered title to all such items and that at the Date of Delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.
- 9.2 The Supplier assigns to the Buyer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for avoidance of doubt, the Goods.
- 9.3 The Buyer acknowledges that, in respect of any third party Intellectual Property Rights, the Buyer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Buyer.
- 10. Confidentiality**
- A party (the "Receiving Party") shall keep in strict confidence all technical or commercial know how, specifications; inventions; processes; reports or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (the "Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This Clause 10 shall survive termination of the Contract.
- 11. Subcontracting and Assigning**
- The Supplier shall:
- Not sub-contract or assign all or any part of its rights, liabilities or obligations under the Contract without the written consent of the Buyer;
  - Shall be responsible for the acts, defaults and neglects of any Sub-Contractor as fully as if they were the acts, defaults or neglects of the Supplier itself.
- 12. Warranty**
- 12.1 The Supplier warrants and undertakes that:
- the goods shall be new, of good quality and workmanship, free from defects and fit for the intended purposes, including complying with any applicable regulations and specifications, including applicable standards;

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- (b) the services shall be delivered in accordance with market standards and good professional practices or such other level of standards agreed between the Parties; and
  - (c) the goods and/or services delivered shall comply with the warranties and undertakings in (a) and (b) above for a minimum of 12 months from the date of delivery of goods and/or services (the "Warranty period") whichever is the later.
- 12.2 If the Buyer gives notice in writing to the Supplier during the Warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty Clause 12.1:
- (a) the Supplier is given a reasonable opportunity of examining such Goods; and
  - (b) the Buyer (if asked to do so by the Supplier) returns such Goods to the Supplier at Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 These conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 13. Limitation of liability**
- 13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - (d) any liability which cannot be limited or excluded by applicable law.
- 13.2 Notwithstanding any other provisions of the Contract, the liability of the Supplier under, pursuant to or in connection with the Contract shall be limited to USD 1,000,000 in respect of any and all Claims arising under or in connection with the Contract, of whatsoever nature and howsoever arising (including any claim in tort or breach of statutory duty or any claim for deductible payable by the Supplier pursuant to Clause 16.7.
- 13.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.4 This Clause 13 shall survive termination of the Contract.
- 14. Consequential Loss**
- Subject to Clauses 13.1 and 21, neither party shall be liable to the other for any Consequential Loss whatsoever arising out of or in connection with the performance or non-performance of the Contract, in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise at law.
- 15. Indemnity**
- 15.1 The Supplier Group shall indemnify, defend and hold harmless the Buyer Group in respect of all Claims arising out of or in connection with the performance of the Contract in respect of
- (a) loss of or damage to or pollution from the property or Supplier Materials of the Supplier Group;
  - (b) death, injury or disease of any member of the Supplier Group; irrespective of the negligence, wilful misconduct or breach of duty (statutory, tortious or otherwise) of the Buyer Group.
- 15.2 The Buyer Group shall indemnify, defend and hold harmless the Supplier Group in respect of all Claims arising out of or in connection with the performance of the Contract in respect of :
- (a) loss of or damage to or pollution from the property or equipment of the Buyer Group;
  - (b) death, injury or disease of any member of the Buyer Group; irrespective of the negligence, wilful misconduct or breach of duty (statutory, tortious or otherwise) of the Supplier Group.
- 15.3 The Supplier shall deal with any third party disputes that arise in relation to the provision of Goods and/or Services and shall control any Claims and/or dispute settlement procedure in which the Supplier might be involved as a result of the Contract, provided that the Buyer assists the Supplier when requested regarding the Goods and / or Services. The Supplier shall indemnify the Buyer for all costs relating to the Claims including but not limited to legal costs.
- 15.4 All exclusions and limitations of liability and any indemnities set out in the Contract shall survive the expiry or termination of the Contract but only in respect of liabilities which arise and indemnities which are invoked as a result of incidents which occurred prior to the effective date of termination.
- 16. Insurance**
- 16.1 The Supplier shall effect and maintain in full force and effect throughout the duration of the Contract and any extensions thereto such policies of insurance in terms of coverage and limits with reputable insurers reasonably acceptable to the Buyer as set out below.
- 16.2 The Supplier shall obtain and maintain, as a minimum and where relevant, the insurances set out below:
- (a) employer's liability insurance to cover personnel up to the statutory minimum;
  - (b) third party liability insurance including coverage for bodily injury, property damage, premises and operations, independent Suppliers, completed operations, pollution and contractual liability (or their equivalents), with a limit of not less than USD 1,000,000 combined single limit for any one occurrence;
  - (c) all risk insurance to the full replacement value of the Supplier's premises, plant machinery and equipment of the Supplier's Vessel (if any), and any other location where equipment, Supplier Materials or supplies are being obtained, stored or used by the Supplier for the purposes of the Contract including coverage for the property of others in the care, custody, control of the Supplier;
  - (d) protection and indemnity insurance and if applicable hull and machinery insurance, (with a limit of not less than USD 500,000 per accident on each Supplier Vessel) with sound and reputable insurance companies underwriters or associations;
  - (e) war risks (including but not limited to blocking and trapping, protection and indemnity, terrorism, piracy and crew risks);
  - (f) professional indemnity insurance;
  - (g) product liability insurance;
  - (h) public liability insurance;
  - (i) where applicable, offshore employers liability Insurance to cover personnel offshore up to the statutory minimum;
  - (j) any other insurances which the Supplier is obliged to carry under applicable laws; and
  - (k) any additional insurance, which is to be provided at the Buyer's expense, which the Parties to the Contract agree is required to protect the Buyer's interest, and which the Buyer approves in writing being obtained by the Supplier.
- 16.3 The requirements regarding insurance contained in this Clause shall be without prejudice to and shall not reduce or affect the Supplier's indemnities nor limit the Supplier's liabilities under the Contract. The insurance amounts as set out above are minimum requirements, and they are not to be construed as the Buyer's consent to accept financial liability in excess of the amounts set forth except as otherwise agreed in the Contract.
- 16.4 Prior to commencement of the Services, the Supplier shall furnish the Buyer with certificates of insurance and thereafter, renewals thereof, as soon as practicable. The Supplier shall notify the Buyer immediately of any material change to or cancellation or threatened cancellation of any such insurances.
- 16.5 Should the Supplier fail or refuse to obtain or maintain any insurances required by this Clause, or fail to provide the Buyer with certificates or have any insurance cover cancelled and fail to obtain alternative insurance (in which case the Supplier must notify the Buyer immediately), the Buyer shall have the right to procure such insurances itself.
- 16.6 Subject to the provisions of Clause 15, the Supplier shall defend, identify and hold harmless the Buyer from and against all Claims arising from, relating to or in connection with the failure by the Supplier to observe the provisions of this Clause.
- 16.7 All deductibles shall be payable by the Supplier subject to the limitation of liability provisions referred to in Clause 13.
- 17. QHSE**
- The Supplier shall at all times perform its obligations under the Contract in a safe and responsible manner and shall observe and comply with QHSE Requirements all statutory obligations and industry standards.
- 18. Anti-Bribery / Corruption**
- 18.1 The Supplier represents and warrants that in connection with the Contract, the Supplier and its related parties will comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations, and will not offer, give or agree to give any person whatsoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage.
- 18.2 The Supplier shall if so requested by the Buyer in writing promptly provide any information which the Buyer may reasonably require in order to monitor its compliance with this Clause.
- 18.3 The Supplier shall where lawful notify the Buyer immediately in writing upon becoming aware of, or suspecting:
- (a) any failure to comply with any provisions of this Clause; and
  - (b) 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.
- 18.4 Any failure by the Supplier to comply with any provision of this Clause shall constitute a material breach of the Contract.
- 18.5 In the event of a breach or suspected breach of this Clause, such determination to be at the sole discretion of the Buyer, the Buyer shall be entitled to with immediate effect suspend performance of the Contract and/or terminate the Contract.
- 19. Buyer's remedies**
- 19.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Buyer shall, without limiting its other rights or remedies, have one or more of the following rights:
- (a) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
  - (b) to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
  - (c) where the Buyer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and

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- (d) to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates.
- 19.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 5.1, then, without limiting its other rights or remedies, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods:
- (a) 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 expenses;
  - (b) to require the Supplier to repair or replace the Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - (c) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - (d) to recover from the Supplier any expenditure incurred by the Buyer in obtaining substitute goods from a third party; and
  - (e) to claim damages for any additional costs, loss or expenses incurred by the Supplier arising from the Supplier's failure to supply Goods in accordance with Clause 5.1.

## 20. Supplier Code of Conduct

In connection with the Supplier's performance of the Contract, the Supplier agrees to act consistently with the Buyer's Supplier Code of Conduct which is available upon request from the Buyer

## 21. Trade Compliance

- 21.1 The Supplier warrants compliance with:
- a) Global Trade Laws in all respects related directly or indirectly to the performance of the Contract and undertakes that they will not, through any act or omission place the Supplier in violation of Global Trade Laws; and
  - b) all other rules and regulations including those of the territories where Goods and/or Services are to be delivered.
- 21.2 Without prejudice to any other clause of the Contract, the Supplier shall indemnify and hold harmless the Buyer and any of the Buyer's Affiliates against all Claims and in respect of all loss suffered by them as a result of or relating to violations of this Clause including any penalties or costs associated with government investigations or enforcement actions under Global Trade Laws.
- 21.3 The Supplier represents and warrants that it, its affiliates, and its directors, officers, key employees or agents are not Sanctioned Persons.
- 21.4 Any breach and/or potential breach of this Clause, or a change to Global Trade Laws which makes continued performance under the Contract impermissible, entitles the Buyer at its absolute discretion to immediately terminate this Contract. In that event and if either party terminates this Contract due to a change in applicable Global Trade Laws, both parties agree that: (i) such termination shall not constitute a breach of this Contract by the party terminating and the other party waives any and all claims against the terminating party for any loss, cost or expense, including consequential damages that the other party may incur by virtue of such termination; and (ii) both parties agree to take reasonable steps to cooperate in winding down this Contract. For the avoidance of doubt, Clause 14 shall not apply in respect of a party's rights of indemnity under this Clause and Clause 14 shall not apply in respect of a party's rights of indemnity under this Clause.

## 22. Termination

- 22.1 Without limiting its other rights or remedies, the Buyer may terminate the Contract immediately by written notice if:
- (a) in respect of the supply of services there is a material breach by the Supplier of the Contract and (if capable of remedy) the Supplier has failed to remedy the breach within 30 days after being notified in writing to do so; and
  - (b) in respect of the supply of Goods, in whole or in part at any time before the Date of Delivery, by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Buyer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any Consequential Loss.
- 22.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) an order is made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either Party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver, administrator or similar officer is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors; or
  - (b) the Main Contract (if applicable) is terminated for any reason.

## 23. Consequences of termination

- 23.1 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 23.2 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 24. Force majeure

- 24.1 Neither the Buyer nor the Supplier shall be liable for any delay in the supply of the Goods and / or Services, or loss or damage or total or partial failure to perform this Contract (other than a failure to perform an

obligation to pay money) caused wholly or partly by any circumstance or matter beyond the reasonable control of the relevant party, as the case may be, including (without limiting the generality of the foregoing) acts of God, acts of governmental authorities, fires, strikes, floods, epidemics, quarantine restrictions, wars, insurrections, riots, violent demonstrations, criminal offences, acts and omissions of civil or military authority or of usurped power, requisition or hire by any governmental or other competent authority, embargoes (herein referred to as "Force Majeure Event").

- 24.2 Where a party seeks to rely upon a Force Majeure Event as described in Clause 24.1 it will advise the other party of the Force Majeure Event at the earliest opportunity (and within two Business Days) and also advise that party of the likely duration of such Force Majeure situation.
- 24.3 The Buyer shall not be responsible to the Supplier for any failure to perform its obligations under the Contract where there is a corresponding failure by its client to perform its obligations under the Main Contract due to a Force Majeure Event, provided that the Buyer takes all reasonable steps to pursue its rights under the Main Contract.
- 24.4 Each Party shall have the option to terminate the Contract on giving fourteen (14) Business Days' notice in the event that a Party is unable to fulfil its obligations in terms of the Contract by reason of a Force Majeure event that so prevents a Party fulfilling such obligations.

## 25. Tax

- 25.1 If the Buyer has a legal responsibility to directly pay to the appropriate taxing authority any Taxes included in the payment due to the Supplier, the Buyer may withhold and deduct the amount of such taxes from the amounts payable otherwise due to the Supplier in accordance with the Contract. The Buyer shall not be liable to the Supplier, and the Supplier shall have no Claim against the Company, for any amount that would otherwise be payable to the Supplier that the Buyer has withheld from the amounts payable to the Supplier and either has paid or has not yet remitted to the taxing authorities, until the Buyer is released from all liability with respect to the amount so withheld and is lawfully entitled to pay said sum to the Supplier. Any amount so withheld by the Buyer will be deemed to have been made on the Supplier's behalf as if the payment had been made to the Supplier and will relieve the Buyer of any further obligation to the Supplier with respect to such amount. The Supplier may avoid withholding of certain Taxes by providing written documentation to the Buyer prior to payment indicating that the Supplier is lawfully exempt from or otherwise not subject to such Taxes being deducted from payment, however, the Buyer shall have the right to accept or reject such documentation or to require further evidence of the Supplier's taxable status.
- 25.2 The Supplier shall be solely responsible for any administration as required by any and all competent authorities, including, but not limited to, payroll, pension arrangements, Tax, social security contributions and other mandatory dues and related matters which may arise as a consequence of the Contract and the Supplier undertakes to fully inform him/herself prior to the date of the commencement of any Services of the requirements for due compliance with all Tax and/or social security obligations and all costs, including third party consultancy and advisory costs, related to such compliance shall at all times remain for the account of the Supplier.
- 25.3 The Supplier warrants to the Buyer with respect to the Supplier's obligation for full and timely compliance as required by the relevant competent authorities, including, but not limited to, information, documentation, certification, registration, reporting, withholding and payment of any and all Taxes, of whatever name and nature, including, but not limited to, any withholding from
- 25.4 Remuneration derived from the Contract; social security contribution; corporate taxation; income tax and any other contribution and/or premiums for unemployment or medical insurance and/or workers compensation in accordance with all applicable laws, rules and regulations.
- 25.5 Notwithstanding anything that may appear to the contrary in the Contract, the Supplier hereby undertakes to keep the Buyer indemnified and to hold harmless the Buyer, its parent, affiliated and subsidiary companies, sub-Suppliers, clients and their employees and agents against any and all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising including, but not limited to Tax, social security contributions and any other statutory or mandatory dues related to the Services undertaken by the Supplier under the Contract including, without limitation, any fine, penalty, demand or charge of whatsoever nature in respect thereof and against and in respect of all losses, costs, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Company or its client may suffer or incur (either directly or indirectly) in defending or settling the same at all times.

## 26. Data protection

The Supplier warrants that it shall process any personal data in relation to the Contract at all times in accordance with the requirements of the Data Protection Legislation, including without limitation, those pertaining to the establishment of adequate safeguards for data privacy and security, and to upholding the rights of data subjects. The Supplier undertakes to keep the Buyer indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with breach of this Clause.

## 27. General Notices

## Terms and Conditions for the Purchase of goods and services

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing.
  - (b) A notice or other communication shall be deemed to have been received one Business Day after transmission.
  - (c) The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.
- 27.2 **Severance**
- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, or in breach of the relevant sanctions, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.
  - (b) If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 27.3 **Waiver**
- A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising 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 prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 27.4 **No partnership or agency**
- Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 27.5 **Third parties**
- A person who is not a party to the Contract shall not have any rights to enforce its terms against the Buyer in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 27.6 **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 agreed in writing and signed by the Buyer.
- 27.7 **Entire Agreement**
- (a) These Conditions together with the Contract constitutes the entire agreement and understanding of the parties. It supersedes any previous agreement, understanding, discussion or exchange between the parties (or their representatives) relating to the Service which now forms the subject matter of the Contract.
  - (b) Both parties agree and represent to each other that neither party is entering into the Contract as a result of, or in reliance on, any warranty, representation, statement, agreement or undertaking of any kind whatsoever (whether in writing or oral and whether made negligently or innocently) made by any person other than as expressly set out in the Contract as a warranty and identified as such in the Contract as a warranty.
  - (c) For the avoidance of doubt it is intended and agreed that any liability which might otherwise have arisen in tort for negligent misrepresentation or for negligent or innocent misrepresentation whether at common law or under statute is hereby excluded and any remedy that might otherwise have so arisen is rejected.
  - (d) Nothing in this Clause shall limit or exclude any liability for fraud.
- 27.8 **Governing law and jurisdiction**
- (a) The Contract shall be governed by and construed in accordance with the laws of England.
  - (b) The Contract and any contractual or non-contractual rights or obligations arising out of or in connection with it or its subject matter shall be subject to the exclusive jurisdiction of the English courts.
  - (c) Each Party hereby agrees to accept service of process in connection with the Contract at the address notified in the Contract.