

General Terms & Conditions of Purchase Endress+Hauser Ltd

These General Terms and Conditions of Purchase (hereinafter referred to as “Conditions of Purchase”) are applicable to all Purchase Orders for Goods and/ or Services to be provided by You to Us. By ordering any of Your Goods and/ or Services you accept these Conditions of Purchase will be incorporated in the Contract. Any conflicting conditions You seek to incorporate are expressly rejected and shall be of no effect unless agreed by Us in writing.

1. Interpretation

1.1 Definitions

“**Applicable Laws**” means any law (including statute, common law, regulation, guidance and/or judgement) in force from time to time (including the laws of any member of the European Union);

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

“**Conditions of Purchase**” means the terms and conditions set out in this document as amended from time to time.

“**Contract**” means the contract between Us and You for the sale and purchase of the Goods and/ or Services in accordance with these Conditions of Purchase.

“**Delivery Date**” means the date specified in the Purchase Order, or, if none is specified, within seven (7) days of the date of the Purchase Order.

“**Delivery Location**” means the address for delivery of Goods and/ or Services as set out in the Purchase Order.

“**Goods**” means the goods (or any part of them) set out in the Purchase Order.

“**Intellectual Property Rights**” means 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.

“**Liquidated Damages**” means the amount of fixed compensation as specified in the Purchase Order for a delay in delivery of Goods or completion of the Services.

“**Purchase Order**” means an offer by Us to purchase Goods and/ or Services as set out in Our Purchase Order in accordance with these Condition of Purchase or Our acceptance of Your Quotation, as the case may be.

“**Quotation**” means the offer, proposal or quotation (however named) including scope, specifications, functional requirements, quantity, schedule, conditions, drawings and other related documents attached thereto or referred therein, issued by You for the sale of Goods and/or Services.

“**Specifications**” means any specifications for the Goods and/ or Services, including any related plans and drawings supplied by Us.

“**We, Us, Our**” means Endress + Hauser Limited whose registered office is at Floats Road, Manchester, M23 9NF, UK with registered number 00942157 and shall include its successors and assigns.

“**You, Your, Yours**” means the legal entity receiving the Purchase Order from Us.

1.2 Any reference in these Conditions of Purchase to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions of Purchase are for convenience only and shall not affect their interpretation.

2 Contract formation

2.1 These Conditions of Purchase apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2 The Purchase Order constitutes an offer by Us to purchase the Goods and/ or Services in accordance with these Conditions of Purchase.

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

(a) Your written acceptance of the Purchase Order within five (5) calendar days of the date stated in the Purchase Order; or

(b) any act You are doing which is consistent with fulfilling the Purchase Order, at which point the Contract shall come into existence (“**Commencement Date**”)

2.4 No variation or modification to, or deletion or substitution of any detail of Specifications and Our materials or to any conditions of the Purchase Order by You is permitted without Our prior written approval.

2.5 We may alter quantities and/ or Specifications given in the Purchase Order at any time. If any of Our variation affect price or a Delivery Date, You shall provide Us with the written notice to that effect within fourteen (14) calendar days from the date of the receipt of Our notice of variation. Any changes in price and/or the Delivery Date shall be mutually agreed between the parties. In any event if You fail to submit

request for a variation order within fourteen (14) calendar days from Our notice of variation or from the date of occurrence for which You claim You are entitled to a variation, then You shall, at Our sole discretion, forfeit any right to receive a variation order.

2.6 We shall be entitled to cancel the Purchase Order if the Purchase Order has not been accepted in writing within the specified timeframe in clause 2.4 of if You modify the Purchase Order without Our prior written consent.

3 Your obligations

3.1 You shall ensure that the Goods and/ or Services shall:

(a) correspond with their description and any applicable Specifications;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by You or made known to You by Us expressly or by implication, and in this respect, We rely on Your skill and judgement;

(c) where they are manufactured Goods, be free from defects in design, material and workmanship and remain so for twelve (12) months after delivery;

(d) comply with all Applicable Law, statutory and regulatory requirements, import and export control laws, regulations, orders and requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods in the country of origin where You are established as well as the countries of delivery and final destination as specified by Us. You warrant that the Applicable Laws is not restricting the future support, (re-)sale, use or treatment of the Goods and/ or Services.

(e) when the Goods and/or Services (or any part thereof) are subject to export control laws and regulations, You will provide Us with any and all information needed for Us to comply with Applicable Laws.

(f) if any Goods and/or Services, which can be qualified as Dual Use item or Technology as per the UNSC Resolutions on non-proliferation of weapons of mass destruction and/or listed as such in EC Regulation 1232/2011 (or Your successor) shall be explicitly stated as such by You in the Quotation.

3.2 You shall ensure that at all times You have and maintain all the licences, permissions, authorisations, consents and permits that You need to carry out Your obligations under the Contract.

4 Goods and/ or Services Inspection

4.1 We or third parties acting on Our behalf may inspect and test the Goods and/ or Services at any time before delivery. You shall remain fully responsible for the Goods and/ or Services despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect Your obligations under the Contract.

4.2 If We inform You that We wish to carry out such Goods and/ or Service inspection and/ or testing, You shall give Us at least ten (10) working days' notice of the scheduled date for such inspection or testing in order to enable Us to attend. All costs made by You and Your sub-suppliers, if applicable, for inspection or testing shall be borne by You.

4.3 If following such inspection or testing We consider that the Goods and/ or Services do not conform or are unlikely to comply with Your obligations stated in clause 3.1, We shall inform You and You shall immediately take such remedial action as is necessary to ensure compliance.

4.4 We may conduct further inspections and tests after You have carried Your remedial actions.

4.5 If, after further testing following Your remedial actions, we consider that the Goods and/ or Services are still not in conformity with the Specifications in the Purchase Order or unlikely to comply with Your obligations stated in clause 3.1, we may reject the Goods and/or Services accordingly. In such case We shall be entitled to replacement and delivery thereof within a period to be specified by Us and without prejudice to Our other rights under the Purchase Order and/or Conditions of Purchase. Such replacement and delivery thereof shall be without charge to Us and no such delivery shall be made prior to inspection and/or written consent by Us.

5 Delivery

5.1 You shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

(b) each delivery of the Goods and/ or Services is accompanied by a delivery note that shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods and/ or Services (including the code number of the Goods and/ or Services, where applicable), special storage instructions (if any) and,

if the Goods and/ or Services are being delivered by instalments, the outstanding balance of Goods and/ or Services remaining to be delivered; and

(c) if You require Us to return any packaging material to You, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to You at Your cost. In the absence of such fact or if We are not notified otherwise, any packaging material shall become the property of Endress + Hauser Limited.

5.2 You shall deliver the Goods and/ or Services:

(a) on the Delivery Date;

(b) at the Delivery Location; and

(c) during Our normal business hours or as instructed by Us.

5.3 You shall be liable for any and all damage caused to the Goods as a result of inadequate packaging.

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

5.5 If You:

(a) deliver less than 95% of the quantity of Goods ordered, We may reject the Goods; or

(b) deliver more than 105% of the quantity of Goods ordered, We may at Our discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at Your risk and expense. If You deliver more or less than the quantity of Goods ordered, and We accept the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

5.6 You shall not deliver the Goods in instalments without Our prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by You to deliver any one instalment on time or at all or any defect in an instalment shall entitle Us to the remedies set out in clause 6.

6 Remedies

6.1 If the Goods and/ or Services are not delivered on the Delivery Date, or do not comply with the obligations set out in clause 3.1, then, without limiting any of Our other rights or remedies, and whether or not We have accepted the Goods and/ or Services, We may exercise any one or more of the following remedies:

(a) to terminate the Contract;

(b) to reject the Goods and/ or Services (in whole or in part) and return them to You at Your own risk and expense;

(c) to require You to repair or replace the rejected Goods and/ or Services, or to provide a full refund of the price of the rejected Goods and/ or Services (if paid);

(d) to refuse to accept any subsequent delivery of the Goods and/ or Services which You attempt to make;

(e) to recover from You any costs incurred by Us in obtaining substitute goods and/ or services from a third party; and

(f) to claim damages for any other costs, loss or expenses incurred by Us which are in any way attributable to Your failure to carry out Your obligations under the Contract.

6.2 If the Goods and/ or Services are not delivered on the Delivery Date We may at Our option claim or deduct 2% of the price of the Goods and/ or Services for each week's delay in delivery by way of Liquidated Damages, up to a maximum of 10% of the total price of the Goods and/ or Services. This is without prejudice to any other rights We may have in respect of losses caused by Your failure to meet the Delivery Date.

6.3 All Liquidated Damages for which You may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by Us in the event that You fail in Your relevant obligations under the Contract and not as a penalty.

6.4 These Conditions of Purchase shall apply to any repaired or replacement Goods and/ or Services supplied by You.

6.5 Our rights and remedies under these Conditions of Purchase are in addition to Our rights and remedies implied by statute and common law.

7 Title and risk

Title and the risk in the Goods and/ or results of Services shall pass to Us upon earlier of:

- (a) completion of delivery
- (b) payment by Us of the first installment for the concerned Goods and/or Services.

8 Price and payment

8.1 The price of the Goods and/ or Services shall be the price set out in the Purchase Order, or, if no price is quoted, the price set out in Your published price list in force as at the date the Contract came into existence.

8.2 The price of the Goods and/ or Services:

- (a) excludes amounts in respect of value added tax (VAT) that We shall also be liable to pay to You at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) includes the costs of packaging, insurance & carriage of Goods and/ or Services.

8.3 No extra charges shall be effective unless agreed in writing with Us.

8.4 You may invoice Us for price of the Goods and/ or Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. You shall ensure that the invoice includes the date of the Purchase Order, the invoice number, the Our Purchase Order number, Your VAT registration number, and any supporting documents that We may reasonably require.

8.5 We shall pay correctly rendered and undisputed invoices within sixty (60) days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by You.

8.6 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 5% per annum above Bank of England's base rate from time to time.

Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay

the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

8.7 We shall at all times be entitled to set off any amount owed to You against any debt, whether due payable or not, which You may at any time owe to Us, including without limitation any Liquidated Damages due and payable by You. We shall in the event of termination under clause 16 be entitled to defer any payment to You.

8.8. Payment shall not assume acceptance of the Goods and/or Services nor compliance thereof with the requirements set forth in the Purchase Order and shall not release You from Your obligations under the Purchase Order.

8.9 Invoices sent by You after the expiry of six (6) months from the Delivery Date shall not be accepted by Us and by the expiry of said period Your right to payment of such invoices shall be forfeited.

9 Our materials

You acknowledge that all materials, equipment & tools, drawings, Specifications and data supplied from Us to You ("**Our Materials**") & all rights in Our material are & shall remain Our exclusive property. You shall keep Our Materials in safe custody at Your own risk, maintain them in good condition until returned to Us & not dispose or use the same other than in accordance with Our written instructions or authorisation.

10 Intellectual Property Rights

10.1 We remain the owner of all Intellectual Property Rights and all other documentation including Specifications comprised therein as supplied to You.

10.2 You shall not copy, reproduce or circulate the above in whole or in part, without Our prior written permission.

10.3 Any and all Intellectual Property Rights created or acquired in the course of or as a result of any work carried out by You under or in pursuance of the Contract shall belong exclusively, throughout the world, to Us.

10.4 You shall grant or procure the grant of an adequate licence to Us at no extra cost, of any Intellectual Property Rights which You do not own, incorporated or utilised in any work done by You for Us, or Goods provided, in pursuance of the Contract sufficient to enable Us to make full use (including to repair, maintain and update) of such work, Goods and/ or Services.

11 Indemnity

11.1 You shall keep Us indemnified and hold Us harmless against all liabilities, costs, expenses, damages and losses (including but not limited to 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 Us as a result of or in connection with:

(a) any claim made against Us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply, use or resale of the Goods and/ or Services, to the extent that the claim is attributable to the acts or omissions of You, Your employees, agents or subcontractors;

(b) any claim made against Us by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and or/ Services, to the extent that the defects in the Goods and/ or Services are attributable to the acts or omissions of You, Your employees, agents or subcontractors; and

(c) any claim made against Us by a third party arising out of or in connection with the supply of the 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 You, Your employees, agents or subcontractors;

(d) all actions, suits, claims, demands, damages, costs, charges, losses and expenses arising out of or in any way caused by any defect in the Goods and/ or Services or packaging or by Your negligence or breach of contract or statutory duty.

11.2 This clause 11 shall survive termination of the Contract.

12 Insurance

During the term of the Contract and for a period of six (6) years thereafter, You shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability and employers liability insurance required by Applicable Laws. Product liability insurance and public liability insurance shall be maintained to cover the liabilities that may arise under or in connection with the Contract to a minimum amount of £4,000,000 per claim or other such greater amount detailed in any contract documentation provided in the Purchase Order, and shall, on Our request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. All such

insurances shall include a waiver of subrogation against Us and include Us as additional insured.

13 Confidentiality and Reputation

13.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (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.

13.2 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.

13.3 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.

13.4 During the Contract and thereafter, You agree that You will take no action which is intended, or could reasonably be expected, to harm Us or Our reputation or which could reasonably be expected to lead to unwanted or unfavorable publicity to Us.

13.5 This clause 13 shall survive termination of the Contract.

14 Compliance with relevant laws and policies

14.1 In performing Your obligations under the Contract, You shall:

(a) comply with all Applicable Laws, statutes, regulations and codes from time to time in force; and

(b) comply with any specific conditions communicated to You by Us.

14.2 We may immediately terminate the Contract for any breach of clause 14.

15 Data Protection

Within this Condition “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing” shall have the same meanings as in the Data Protection Legislation and “Processed” and “Process” shall be construed in accordance with the definition of “Processing”.

“Data Protection Legislation” shall mean all applicable data protection laws, including:

- (a) the Data Protection Act 1998;
- (b) the General Data Protection Regulation (EU) 2016/679, together with any implementation of the above into the law of England and Wales;
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on privacy and Electronic Communications);

15.1 To the extent You Processes any of Our Personal Data under or in connection with the Contract, You shall:

- (a) only Process the Personal Data in accordance with the terms of the Contract or otherwise in accordance with Our documented instructions.;
- (b) ensure that all of Your personnel engaged in Processing of Personal Data are aware of and observe Your obligations under the Contract with regard to the security and protection of Personal Data;
- (c) implement appropriate technical and organisational measures in respect of the protection of Personal Data;
- (d) at no additional cost to Us, assist Us to fulfil Your obligations to respond to requests for the exercise of rights by a Data Subject under the Data Protection Legislation;
- (e) at no additional cost to Us, assist Us in complying with Your obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and the information available to You;
- (f) on termination or expiry of the Contract, at Our option, either return the Personal Data to Us or delete the Personal Data and at Our request You shall confirm in writing that this Condition (f) has been complied with in full. The provisions of this Condition (f) shall not apply to the extent You are required by Applicable Laws to retain or store the Personal Data;

(g) make available to Us all information necessary for Us to demonstrate compliance with Our obligations and Your obligations under Article 28 of the GDPR; and

(h) allow for and contribute to audits, including inspections, conducted by Us or another auditor mandated by Us.

15.2 To the extent We have given Our prior written consent for Your subcontracting any of Your obligations under the Contract in accordance with the Conditions of Purchase, You shall do so only by way of a written agreement with the sub-Processor which imposes the same obligations on the sub-Processor as are imposed on You under this Conditions of Purchase. In any event, You shall be liable for the acts and omissions of Your agents, personnel and sub-Processors as if such acts and omissions were Your own.

16 Termination

16.1 We may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving You written notice, whereupon You shall discontinue all work on the Contract. We shall pay You fair and reasonable compensation for any work in progress on the Goods and/ or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any indirect or consequential loss.

16.2 Without limiting Our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to You if You:

(a) commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven (7) days of that party being notified in writing to do so; or

(b) fail to deliver the Goods and/ or Services or any part of them by the Delivery Date and the Purchase Order remains unfulfilled for thirty (30) calendar days thereafter; or

(c) the maximum amount of Liquidated Damages payable under clause 6.2 is reached; or

(d) take any step or action in connection with You entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), 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 Your 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

(e) take any step or action in connection with You being made bankrupt, entering any composition or arrangement with Your creditors, having a receiver appointed to any of Your 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

(f) suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of Your business; or

(g) Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy.

16.3 In the event of such termination, We may take possession of the Goods and/or the result of the Services in its existing state together with all materials, whether or not already incorporated in the Goods and/or the result of the Services, and may finish the Goods and/or Services by whatever method We may deem expedient, including engaging another party at Your risk and cost.

16.4 We shall be entitled at any time to terminate for Our convenience (part of) a Purchase Order by giving notice thereof to You. In such case You shall be entitled to payment for the part of the Goods and/ or Services as successfully delivered/ performed and accepted by Us, as well as payment for other costs demonstrated by You as reasonably made up to the date of termination, using the rates as agreed between parties or, in absence of agreed rates, as reasonably agreed between parties.

16.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

16.6 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

17 Force majeure

17.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control.

17.2 Force Majeure may include, but is not limited to, the following events or circumstances:

- (a) war, hostilities, invasion, acts of foreign enemies;
- (b) rebellion, terrorism, revolution, insurrection, military or usurped power, civil war;
- (c) riot, commotion, disorder, strike or lockout by persons other than the invoking Party's personnel;
- (d) munitions, explosive materials, ionizing radiation or contamination by radio activity, except as may be attributable to Our use of such munitions, explosives, radiation or radio active material;
- (e) natural catastrophes such as flood, earthquake, hurricane, typhoon, volcanic activity, epidemic or pandemic.

The following occurrences shall not be considered Force Majeure:

- (a) normal hazards of weather;
- (b) shortage of materials, supplies, power, labour and transport;
- (c) disputes between You and Your workers;
- (d) directives by Government Authority arising from failure, error or delay by You to conform to applicable laws and regulations or to secure obligatory approvals and permits from Governmental or Local Authorities in due and proper time;
- (e) any breaches or Force Majeure of Your sub-contractors or sub-supplier.

17.3 In case of any of the above events, Parties will promptly notify the other of such delay or failure in writing and if the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this Contract by giving fourteen (14) days' written notice to the affected party.

17.4 You shall take all reasonable and expeditious steps to mitigate the adverse impact of Force Majeure. In the event of Force Majeure, the delivery schedule and related payment schedules, if any, shall be extended by and to the extent performance is affected by Force Majeure, but You shall in no event be entitled to any extra compensation by reason of Force Majeure.

18 General Terms

18.1 Assignment and other dealings:

- (a) We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of Our rights or obligations under the Contract without Your prior consent.

(b) You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of Your rights or obligations under the Contract without Our prior written consent.

18.2 Subcontracting

(a) You may not subcontract any or all of Your rights or obligations under the Contract without Our prior written consent. If We consent to any of Your subcontracting, You shall remain responsible for all the acts and omissions of Your subcontractors as if they were Your own.

(b) Where subcontracting forms part of any agreement, You shall demonstrate subcontractor capability and compliance with the agreed scope of supply subject to review and approval by Us and within an agreed timescale.

18.3 Entire agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.4 Variation

Except as set out in these Conditions of Purchase, 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 Us.

18.5 A waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

18.6 Severance

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, 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.

18.7 Notices

(a) Any notice or communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at registered office (if a company) or 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 clause & shall be delivered personally or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.7(a) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am 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 email, 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.

18.8 Third party rights

No one other than a party to this Contract shall have any right to enforce any of its terms.

18.9 Compliance with Anti-Slavery and Human Trafficking Laws, Regulations and Policies

In performing its obligations under the Contract, You warrant that You shall:

(a) comply with all applicable anti-slavery & human trafficking laws, statutes, regulations & codes from time to time in force including but not limited to the Modern Slavery Act 2015;

(b) have & maintain throughout the term of this Contract Your own policies & procedures to ensure compliance;

- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of Modern Slavery Act 2015 if such activity, practice or conduct were carried out in UK; &
- (d) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 17.9 OR ensure that each of its subcontractors and suppliers shall comply with the Anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (e) You shall indemnify Us against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against Us as a result of any breach of any anti-slavery policy, laws or regulations.

18.10 Compliance with Anti-Bribery Laws, Regulations and Policies

You warrant that You shall:

- (a) comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with Our Ethics, Anti-bribery and Anti-corruption Policies (available on request) and any relevant industry codes (Relevant Policies);
- (d) have and shall maintain in place throughout the term of this Contract Your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 18.10(a), and will enforce them where appropriate;
- (e) promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of Contract;
- (f) immediately notify Us (in writing) if a foreign public official becomes Your officer or employee or acquires a direct or indirect interest in You & You warrant that You have no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract;

(g) within two (2) months of the date of this agreement, and annually thereafter, certify to Us in writing signed by Your officer, compliance with this clause by You and all persons associated with it. You shall provide such supporting evidence of compliance as We may reasonably request.

(h) You shall indemnify Us against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against Us as a result of any breach of any anti-bribery policy, laws or regulations.

18.11 You shall ensure that any person associated with You who is performing Services or providing Goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on You in this clause 18 (“Relevant Terms”).

You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Us for any breach by such persons of any of the Relevant Terms.

18.12 Breach of this clause 18 shall be deemed a material breach of contract. For the purpose of this clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 18 a person associated with You includes but is not limited to Your subcontractor.

18.13 Governing law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

18.14 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

Rev 7 (01.08.2023)