

CONDITIONS OF PURCHASE FOR GOODS AND/OR SERVICES

(1) **Definitions** – In these Conditions of Purchase, (i) “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity. “Control” and “controlled” means: (a) in the case of companies and corporations, beneficial ownership of more than fifty percent of the voting stock, shares, interest or equity in an entity; and (b) in the case of any other legal entity, the ability to directly or indirectly control the management and/or business of that entity; (ii) “**Contract**” means the contract for the purchase of Goods and/or Services as set out in the Order, these Conditions of Purchase and the quality statement (if any) referred to in the Order; (iii) “**Goods**” means the goods to be provided by the Supplier under the Contract as listed and described in the Order; (iv) “**Order**” the purchase order that refers to these Conditions of Purchase; (v) “**Personnel**” means the employees, officers, agents, contractors representatives and advisors of the Supplier and any other persons working at the request or under the direction of the Supplier; (vi) “**Purchaser**” means the company that issued the Order as identified in the Order; (vii) “**Services**” means the services to be provided by the Supplier under the Contract as described in the Order (viii) “**Supplier**” means the entity identified as the Supplier in the Order.

Goods

(2) **Order** - The Supplier shall sell and the Purchaser shall purchase the Goods in accordance with the Contract. If the Supplier has not signed the Order by or before the Delivery Date, Delivery of the Goods shall be deemed acceptance of the Order on the terms of the Contract.

(3) **Time** - Subject to the Purchaser's right to vary the Contract under Clause 17, the Supplier shall deliver the Goods in the quantities specified in the Order (“**Quantity**”) on the delivery date specified in the Order (“**Delivery Date**”).

(4) **Delivery** - Delivery shall take place when all the Goods are safely unloaded at the address defined in the Order (“**Delivery Address**”) (“**Delivered**”). The Supplier shall ensure that the Goods are appropriately packed and secured to ensure their delivery to the Delivery Address in an undamaged condition.

(5) **Defects** - If (i) any defects occur in the Goods within 12 months from Delivery the Supplier shall, at the Purchaser's sole option, replace or repair the Goods, free of charge to the Purchaser, or provide the Purchaser with a full refund in respect of the defective Goods; and/or (ii) the Purchaser becomes aware of any latent defects at any time after Delivery, and informs the Supplier within 60 days of becoming aware of such latent defects, the Supplier shall, at the Purchaser's sole option, replace or repair the Goods free of charge to the Purchaser. The Purchaser reserves the right to remedy or have remedied any such defects and the Supplier shall reimburse the Purchaser for the cost of any such remedial work undertaken. The Supplier shall, at the Supplier's sole expense, promptly collect or arrange for the collection of any and all defective Goods to be repaired by the Supplier or in respect of which the Supplier is to give a refund. Any remedy available under this Clause (5) shall be without prejudice to any other legal remedies available to the Purchaser. Any signature on the Purchaser's behalf on delivery of the Goods shall not be deemed to constitute acceptance, merely an acknowledgement of Delivery.

(6) **Risk and Title** - Risk in and title to the Goods shall pass to the Purchaser on Delivery of the Goods.

(7) **Warranties** - The Supplier represents, warrants and undertakes to the Purchaser that (i) the Goods shall be of satisfactory quality, be free from any defect (whether by reason of defect in design, materials, workmanship or otherwise), be fit for their intended purpose(s), and comply in all respects with the specification in the Order or referenced in the Order (if any); (ii) the use of the Goods by the Purchaser shall not infringe any third party rights (including without limitation, intellectual property rights); and (iii) the Supplier has the right to transfer ownership of the Goods to the Purchaser, with full title guarantee.

Services

(8) **Order** - The Supplier shall provide and the Purchaser shall receive the Services in accordance with the Contract. If the Supplier has not signed the Order by or before the Commencement Date, commencement of the provision of the Services shall be deemed acceptance of the Order on the terms of the Contract.

(9) **Commencement** - The provision of the Services shall commence on the commencement date specified in the Order, or if not specified in the Order, then the date of the Order “Commencement Date”.

(10) **Supplier's Responsibilities** - The Supplier shall: (i) provide the Services to the Purchaser in accordance with the provisions of the Contract; (ii) meet any dates specified or referred to in the description of the Services given in the Order (and, in particular, if a completion date is specified in the Order (“**Completion Date**”), the Supplier shall complete the provision of the Services on or before the Completion Date); (iii) perform and procure that the Personnel perform the Services with all due skill, care and diligence and in accordance with the highest standards of established practice in the Suppliers' industry; (iv) ensure that all of the Personnel involved in the provision of the Services to the Purchaser possess a degree of skill and experience which is appropriate to the tasks to which they are allotted; and (v) ensure that the Services are provided in accordance with all applicable legislation and/or regulations from time to time in force and in accordance with all instructions reasonably given by the Purchaser from time to time.

(11) **Purchaser's Obligations** - The Purchaser shall: (i) permit the Personnel such access to the Purchaser's premises and/or equipment as is reasonably required and agreed with the Purchaser, in advance, for the purpose of providing the Services and (ii) provide such information as the Supplier may request and the Purchaser considers reasonably necessary for the purpose of providing the Services. Procedures for authorizing access to the Purchaser's premises and/or equipment shall be agreed between the Purchaser and the Supplier from time to time. The Supplier shall and shall ensure that the Personnel shall use the Purchaser's equipment and/or access the Purchaser's premises for the sole purpose of providing the Services. The Purchaser reserves the absolute right to exclude any person from the Purchaser's premises.

Goods and/or Services

(12) **Payment** - In respect of the Goods, the Supplier shall invoice the Purchaser for the total agreed cost specified in the Order (“**Total**”) only after the Goods complying with the Order have been Delivered to the Purchaser and in no case earlier than the Delivery Date. In respect of the Services, the Supplier shall invoice the Purchaser for the fees set out or described in the Order (“**Fees**”) upon satisfactory completion of the Services, provided that where the Services are to be provided on an ongoing basis then (unless the Order provides otherwise) after the end of each month, the Supplier shall invoice the Purchaser for the Fees payable in respect of the Services provided to the Purchaser during the preceding month. The Purchaser shall pay all undisputed amounts properly invoiced by the Supplier by the end of the month following the month during which the invoice is received. The Supplier shall invoice all sums payable to it by the Purchaser under the Contract in pounds sterling subject to the Purchaser's instructions to the contrary. If the Purchaser fails to pay an invoice by the due date for payment, the Supplier shall be entitled to charge interest from the due date for payment until actual payment is made at the Barclays Bank PLC base rate in force from time to time. The Purchaser may set off and deduct from any sum invoiced by the Supplier any amount owed by the Supplier to the Purchaser. The Total payable in accordance with this Clause (12) shall be the entire sum payable by the Purchaser to the Supplier in relation to the Goods provided pursuant to the Contract and no further or other sums shall be payable by the Purchaser to the Supplier under the Contract in relation to the Goods except as expressly set out in this Clause (12), in Clause (21)(ii) or in Clause (21)(iv). The Fees payable in accordance with this Clause (12) shall be the entire sum payable by the Purchaser to the Supplier in relation to the Services provided pursuant to the Contract and no further or other sums shall be payable by the Purchaser to the Supplier under the Contract in relation to the Services except as expressly set out in this Clause (12), in Clause (21)(iii) or in Clause (21)(iv). The Supplier shall not be entitled to vary the Total or the Fees without the Purchaser's prior written consent.

(13) **Materials** - All equipment, tools, patterns, devices, moulds, drawings, specifications (including without limitation any attached specification), samples, formulations, data and other materials provided by the Purchaser or made at the Purchaser's expense in connection with the Order (the “**Materials**”) shall at all times be the property of the Purchaser. The Supplier shall use the Materials solely for the purpose of fulfilling its obligations under the Contract. The Supplier shall ensure that all the Materials are kept separate from the Supplier's property and are clearly marked as the Purchaser's property.

(14) **Intellectual Property Rights** - (i) Any intellectual property rights that may be developed by or on behalf of the Supplier in course of performing the Services under the Contract will be owned by the Purchaser. To the extent

that the foregoing is not effective to assign such intellectual property rights to the Purchaser, the Supplier shall hold on trust for the Purchaser such intellectual property rights until such time as they are assigned to the Purchaser. The Supplier agrees to enter any assignment needed to transfer such intellectual property rights to the Purchaser. (ii) The Supplier hereby grants to the Purchaser an irrevocable, perpetual, worldwide, non-exclusive royalty-free licence to use and otherwise exploit, and grant sub-licences to use and otherwise exploit, any and all background intellectual property rights owned or controlled by the Supplier in order for the Purchaser to use and otherwise exploit the intellectual property rights that the Purchaser will own pursuant to the provisions of Clause (14)(i). (iii) The Purchaser shall own any intellectual property rights in the Materials.

(15) **Confidential Information** - This Clause 15 shall apply, save and to the extent that a relevant confidentiality agreement is in force between the Purchaser (and/or any of its Affiliates) and the Supplier (and/or any of its Affiliates), which is relevant to the Goods in the Order or the performance of the Services. For the purposes of the Contract, the existence and terms of the Contract, the Materials, the intellectual property rights referred to in Clause (14)(i), the results, materials, know-how, information and data of and/or arising from the Services and all other information relating to the foregoing and/or to the business processes, research or property of the Purchaser or any of its Affiliates or customers and/or otherwise specified as confidential by the Purchaser (whether in oral, written or any other form), shall, without limitation, be confidential information of the Purchaser. The Supplier shall keep and procure that the Personnel keep confidential all such confidential information and shall not use such confidential information other than for the purposes of carrying out the Supplier's obligations under the Contract. This Clause 15 shall remain in force as long as the Supplier and/or the Personnel has knowledge, possession or control of any such confidential information.

(16) **Indemnity** - The Supplier shall at all times keep the Purchaser, its Affiliates and their Personnel fully indemnified against any and all liability, damages, costs, fees, losses and expenses (including but not limited to, legal expenses, experts fees and court fees and award of costs) in connection with (i) any death or personal injury caused by any act or omission of the Supplier and/or its Affiliates (whether negligent or otherwise); (ii) the Supplier's failure to provide the Goods and/or Services in accordance with the terms of the Contract; (iii) the breach of any of the warranties under Clause 7; (iv) any damage caused by the Supplier or the Personnel to the Purchaser's premises and/or other property owned or controlled by the Purchaser; and (v) any third party claim relating to the provision of the Goods and/or Services by the Supplier.

(17) **Variations** - No variation of the Contract (including any Order) proposed by the Supplier shall be binding upon the Purchaser unless the Purchaser gives written acceptance of such variation signed by the Purchaser's duly authorised representative, or the Purchaser issues a revised order on the Purchaser's official printed order form. In respect of the Goods, the Purchaser reserves the right to vary the Order at any time before Delivery by informing the Supplier. The Supplier will accept any such variation subject to the Purchaser reimbursing the Supplier's costs reasonably incurred in complying with the variation. In respect of the Services, the Purchaser may from time to time with the agreement of the Supplier (such agreement not to be unreasonably withheld or delayed) vary the Services within the overall objective of the Services. For the avoidance of doubt no additional charge or expenses shall be payable to the Supplier in respect of any such variation to the Services unless the Purchaser has agreed in writing signed by the Purchaser's duly authorized representative to pay a specific sum for such variation.

(18) **Insurance** - The Supplier shall maintain adequate insurance cover with a reputable insurer in respect of its obligations under the Contract and shall as and when requested by the Purchaser provide the Purchaser with a copy of the relevant certificate of insurance, insurance policy and evidence of payment of premiums.

(19) **Installments** - If the Purchaser requires the Order to be completed by the Supplier in instalments, each instalment shall be treated as a separate contract governed by the terms of the Contract.

(20) **Right to Cancel and Terminate** - (i) If the Supplier suffers any event of insolvency in any jurisdiction (including but not limited to, being declared insolvent, making any composition or making or proposing any arrangement (including a voluntary arrangement) with its creditors, having a winding-up order made or a resolution for voluntary winding-up passed, having an administrator, receiver, administrative receiver and/or liquidator appointed or taking or having any steps taken by any third party to appoint the same), or ceases, or threatens to cease, to carry on business, the Purchaser may cancel the Order or terminate the Contract forthwith without charge by written notice to the Supplier and no sums shall be payable by the Purchaser in relation to the Order so cancelled or the Contract so terminated. This right of cancellation and termination shall be in addition to and without prejudice to any other rights or remedies the Purchaser may have. (ii) The Purchaser may at its absolute discretion cancel the Order in respect of Goods at any time before Delivery by informing the Supplier in writing of such cancellation. (iii) The Purchaser may at its absolute discretion cancel the Order in respect of Services at any time by giving the Supplier not less than 10 days' written notice of such cancellation. Except as expressly set out in Clauses 21(ii) to 21(iv), in the event of cancellation of an Order or termination of the Contract, the Purchaser shall not be liable for the Supplier's loss of revenue or anticipated profits, or for any indirect or consequential loss.

(21) **Consequences of Cancellation, Completion and Termination** - (i) On cancellation or completion of the Order and/or termination of the Contract, the Supplier shall promptly cease using and return to the Purchaser all Materials referred to in Clause 13, and (if Clause 15 applies) all materials containing or recording confidential information as defined at Clause 15 in the Supplier's possession or control. The following Clauses shall survive the cancellation and/or completion of the Order and/or termination of the Contract: (5), (7), (14), (15), (16) and (21). Cancellation and/or completion of an Order and/or termination of the Contract shall not affect any rights or remedies of either party in respect of any breach of the Contract occurring prior to such cancellation, completion or termination. (ii) On cancellation of an Order in respect of Goods pursuant to Clause 20(ii), if the Goods are bespoke the Purchaser shall pay the Supplier's costs, reasonably incurred, for any work undertaken by the Supplier in respect of the Goods prior to such cancellation. The sums payable by the Purchaser under this Clause (21)(ii) shall not, taken together with any sums already paid by the Purchaser to the Supplier under the Contract in respect of the Goods, exceed the Total. (iii) On cancellation of the Order in respect of Services pursuant to Clause 20(iii) the Purchaser shall pay any Fees payable in respect of Services properly performed in accordance with the Contract prior to such cancellation. (iv) The Purchaser shall not be obliged to pay any costs pursuant to Clause 21(ii) or any Fees pursuant to Clause 21(iii) unless the Supplier provides to the Purchaser details of all such costs and Fees within 30 days of receiving the relevant notice of cancellation. The Purchaser shall pay all undisputed amounts properly invoiced by the Supplier by the end of the month following the month during which the invoice is received.

(22) **No Waiver** - Failure or delay by a party to exercise any right or remedy under the Contract shall not be deemed a waiver of that right or remedy, or prevent the party from exercising that or any other right or remedy on any occasion.

(23) **No Sub-contracting** - The Supplier shall not sub-contract all or any part of the Order without the Purchaser's prior written permission. The Supplier shall be liable to the Purchaser for the acts and omissions of the Supplier's sub-contractors.

(24) **Assignment** - The Supplier shall not without the prior written consent of the Purchaser, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. The Purchaser may at any time assign, transfer, charge, sub-contract or deal in any other matter with all or any of its rights or obligations under the Contract.

(25) **General** - The terms of the Contract constitute the parties' entire agreement and understanding relating to the subject matter of the Contract. No terms discussed or arising from any previous business between the parties shall form part of this Contract, save by written agreement of the parties. If, prior to the date of the Order, the Purchaser and Supplier have both executed a written agreement governing the provision of Goods and/or Services by the Supplier to the Purchaser, such agreement shall apply in place of these Conditions of Purchase. Save where the provisions of the Contract provide otherwise, nothing in the Contract shall prejudice any condition or warranty (express or implied) or right of remedy to which the Purchaser and/or any of its Affiliates is entitled in relation to the Goods and/or the Services under statute and/or common law.

(26) **Governing law** - The Contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the courts of England in respect thereof.