

BAGLAN OPERATIONS LIMITED (BOL) STANDARD TERMS AND CONDITIONS OF PURCHASE

INTRODUCTION These Conditions form part of the Contract between BOL and Supplier for the supply of the Products and/or Services.

1. DEFINITIONS AND INTERPRETATION In the Contract the following expressions have the following meanings:

Table with 2 columns: Term and Definition. Includes terms like Anti-Bribery Laws, Applicable Laws, BOL, Charges, Conditions, Contract, Data Protection Legislation, Group, IPR, Issued Material, Liability, Modern Slavery Practice, Products, Purchase Order, Requirements, Services, Specification, Software, Supplier, Supplier's Solution, and Warranty Period.

1.2 In the Contract, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

2. APPLICATION The Contract constitutes the whole and only agreement between the parties relating to the Products and/or Services and supersedes any previous agreements, arrangements and understandings relating thereto.

3. QUALITY AND DESCRIPTION 3.1 Supplier shall deliver Products that: 3.1.1 conform in all respects with the Contract (including as to the quantity, quality, description and any other matters specified in the applicable Purchase Order);

3.1.2 be free from defects in design, materials and workmanship and remain so for the duration of the Warranty Period; 3.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

3.1.4 fit for any purpose held by Supplier or made known to Supplier by BOL and in this respect BOL relies on Supplier's skill and judgment; 3.1.5 conform with any Specification, sample, drawing, description and/or Requirements furnished to Supplier by BOL; and

3.1.6 comply with all Applicable Laws relating to the Products, including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products. 3.2 providing the Services, Supplier shall: 3.2.1 co-operate with BOL in all matters relating to the Services and comply with the instructions of BOL;

3.2.2 perform the Services in a proper, diligent and skillful manner in accordance with best industry practice, by appropriately qualified and experienced personnel, sufficient in number to ensure that Supplier's obligations are fulfilled in accordance with the Contract; 3.2.3 ensure that the Services conform with all descriptions, standards, Specification or Requirement and that the deliverables of the Services shall be fit for any purpose held out by Supplier or made known to Supplier by BOL;

3.2.4 ensure that the output of the Services are free from defects in design, materials and workmanship and remain so for the duration of the Warranty Period; 3.2.5 provide all equipment, tools, which are required to provide the Services; 3.2.6 use the best quality goods, materials, standards and techniques and ensure that deliverables, and all goods and materials supplied and used in the Services or transferred to BOL, will be free from defects in workmanship, installation and design;

3.2.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services; 3.2.8 comply with all Applicable Laws relating to the Services and the performance of the Contract; 3.2.9 observe all health and safety rules and regulations and any other security requirements that apply at any of BOL's premises;

3.2.10 hold all materials, equipment, tools, drawings, Specifications and data supplied by BOL to the Supplier in safe custody at its own risk and maintain these items in good condition until returned to BOL and not dispose of these items without the written instructions of BOL; 3.2.11 do not or omit to do anything that may cause BOL, to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and Supplier acknowledges that BOL may rely on or act on the Services.

3.3 BOL's rights and remedies under these Conditions are in addition to any available to it at law (including statutory implied terms). 3.4 Supplier shall be fully responsible for the Products and any defect or loss of or damage to or destruction of or otherwise affect Supplier's obligations under the Contract. 3.5 Supplier shall cooperate with BOL in all matters relating to the Contract, and comply with all instructions of BOL including complying with any written or verbal instructions in relation to safety and security while on BOL's premises.

3.6 Supplier represents and warrants that use by BOL of the Products and/or the Services will not infringe any third party's IPR. 3.7 Supplier shall inspect and test the Products and Services for compliance with the Contract prior to delivery. Supplier shall give BOL (or BOL's representatives) such access to its premises and facilities at reasonable times as BOL may reasonably require to verify its compliance with the Contract, including to inspect and/or test the Products and/or the Services at any stage before delivery. 3.8 Supplier shall, if requested, supply BOL with such certificates of origin and/or testing as BOL may require. Such certificates must state the relevant Purchase Order numbers together with any item numbers.

4. DEFECTS AND REMEDIATION 4.1 A 'Defect' means any material failure of the Products and/or Services to comply with the Contract within the Warranty Period. 4.2 In relation to any and each Defect, BOL shall be entitled to require Supplier to repair or replace any Defect in Products, or re-perform any Services, so that the Defect is remedied within thirty (30) days of Supplier being notified of the Defect in writing, but only if it exceeds the time for which the Defect in defect becomes apparent to BOL. In the case of defects for which Applicable Law provides a longer warranty period than the Warranty Period, such longer period shall apply.

4.3 If Supplier repairs, replaces, re-performs or corrects any Products or Services, the Contract shall apply to such Products or Services (and all time periods affecting such Products or Services shall run from the date of such repair, replacement, re-performance or correction). 4.4 If the Products are not delivered, and/or the Services are not performed by the applicable date, BOL may, at its option, claim or deduct 1% of the price of the Products and/or Services for each day of delay in delivery of the Products and/or performance of the Services as applicable by way of liquidated damages, up to a maximum of 15% of the total price of the Products (in respect of late delivery of the Products) and/or the Services (in respect of late performance of the Services). If BOL exercises its rights in respect of late delivery under this Clause 4.6, it shall not be entitled to any of the remedies set out in Clause 4.2 in respect of the late delivery of the Products. If BOL exercises its rights in respect of late performance under this Clause 4.6, it shall not be entitled to any of the remedies set out in Clause 4.2 in respect of the late performance of the Services. 4.7 If Supplier becomes or is aware of any Defect in the Products and/or Services, it shall promptly notify BOL in writing, giving full details.

5. DELIVERY AND RISK 5.1 Products and performance shall be delivered on the dates, at the rates, and at the places specified in the Contract. Packaging, transport and other cost of delivery shall be included in the price unless otherwise expressly stated in the Purchase Order. If in place of delivery date is specified Products and/or Services shall be delivered to the registered address of BOL and delivery shall take place within 14 days of the date of the Purchase Order. BOL may deliver or alter such dates and places by giving Supplier reasonable written notice. Early delivery is not permitted except as provided in the Purchase Order. Delivery shall be complete on unloading of the Products at the delivery location. 5.2 The risk of loss and performance is of the essence of the Contract. If Supplier is aware that it is likely to fail to meet any time of delivery or performance, it shall promptly notify BOL. For the avoidance of doubt, failure to deliver or perform on time is a Defect for the purposes of Clause 4.

5.3 If the Products are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single Contract and not separable and failure by Supplier to deliver or perform any one instalment shall entitle BOL, at its option to exercise any of its rights and remedies in respect of the whole Contract. 5.4 Supplier shall ensure that all Products are marked in accordance with the provisions of the Contract and instructions of BOL. Products shall be packed so as to reach the places of delivery undamaged and in good condition. Supplier shall provide in respect of each delivery of the Products a packaging note detailing BOL's order number, description, code number (if any) and the quantity of Products delivered. All instructions, warnings, safety data and other data necessary for the use of the Products shall be included in the packaging. Details of the substances to be taken to ensure safety in handling, transport, storage or use and for the protection of the environment, Supplier shall prior to their delivery provide specific written details of the nature of those substances and the precautions to be taken. Supplier shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked on the Products or securely attached to them and on any containers into which they are packed. 5.5 Without prejudice to Supplier's other obligations, if transport of the Products is to be performed by a carrier commissioned by BOL, Supplier shall submit information and data concerning dangerous goods to the carrier in accordance with applicable Law. Such data and information shall be relevant to all modes of transport to be used if the Products are to be transported by air, sea, road or rail. 5.6 The Products shall remain at the risk of Supplier until delivery to BOL is complete. Any of Supplier's property brought onto BOL's premises will be at the risk of Supplier. 5.7 If the Contract requires BOL to return any packaging material to Supplier, that fact must be stated on any delivery note to BOL and any such packaging material will be returned to Supplier at Supplier's cost. 5.8 If any of the Products or Services are damaged, lost or destroyed, Supplier shall be liable to pay for the excess, and any excess held by BOL shall be at Supplier's risk. Any rejected Products held by BOL shall be at Supplier's risk.

6. TITLE 6.1 Title to Products shall pass to BOL on delivery. Supplier represents and warrants that (i) it has the right to dispose of the Products, (ii) it will (at its own cost) take any steps necessary to transfer title to the Products to BOL, and (iii) deliver to Supplier to the Products to BOL free from all charges, encumbrances and other adverse rights. 6.2 Acceptance of delivery and transfer of title shall not prejudice BOL's rights to reject or otherwise seek remedies under the Contract. Supplier acknowledges that the Products or Services may be sold on by BOL (as such or as part of other goods/services) and represents and warrants that BOL will be able to transfer good title to its customer. 6.3 If at any time during the course of the Contract, BOL wishes to vary the Services and/or Products ordered, it shall notify Supplier and Supplier shall within seven (7) days provide a written statement of the amount by which it proposes such variation would increase or decrease (i) the dates, timescales or milestones, and (ii) the charges under the Contract, and such other information as BOL may reasonably require. All such increases or decreases shall reflect that rates and prices used in the Contract (or where they are not relevant, shall reflect what is fair and reasonable). Supplier shall not refuse any reasonable variation requested by BOL. 6.4 The implementation of any variation to the Services and/or Products shall be subject to the written agreement of the parties. Supplier shall not undertake any such variations unless specifically instructed to do so by BOL.

7. PRICES AND PAYMENT 7.1 All prices shall be as stated in the Contract. The prices are fixed and include delivery and all other charges which shall not be adjusted save as provided for in the Conditions. No variation in the price nor extra charges shall be accepted by BOL. Prices do not include VAT, which shall be added by Supplier at the rate and in the manner from time to time prescribed by law. 7.2 Supplier shall send to BOL by means of an e-invoicing process specified by BOL, a detailed invoice stating the Purchase Order and Products or Services reference numbers. If requested by BOL, Supplier shall instead submit such invoices by email to an address provided to BOL. Where VAT is chargeable, a valid VAT invoice shall be provided. Terms of payment are thirty (30) days from the date of invoice, or from the date of delivery or acceptance of the Products, or completion of the Services, whichever is the latest. Time for payment shall not be of the essence for the Contract. 7.3 Without prejudice to any other right or remedy, BOL may set off any amount owing at any time by Supplier to BOL against any amount payable by BOL to Supplier under the Contract. 7.4 If a party fails to make any payment due under the Contract by the date of payment, then the non-paying party shall be entitled to charge interest on the overdue amount at the rate of 3% per annum above the base lending rate of the applicable Law, calculated on a daily basis until payment is made in full or any judgment. In relation to payments disputed in good faith, interest under this Clause 7.4 is payable only after the dispute is resolved, on sums found or agreed to be due, from ten (10) days after the date the dispute is resolved until payment.

8. RIGHTS OF USE 8.1 Supplier hereby grants to BOL, or shall procure the direct grant to BOL of, a fully paid-up, worldwide, non-exclusive, royalty-free (except as expressly stated in the Purchase Order) [perpetual and irrevocable licence] to copy, modify and use the Products and Services, including related documentation and for the avoidance of doubt the Software, for the purpose of receiving and using the Products and/or Services in its business. This includes integrating them into other products/services, marketing and supplying them (alone and in other products/services) to affiliates, other distributors and customers; and to use and sublicense others to copy and use the Software in connection with the installation, launch, testing, operation, maintenance, and enhancement of the Software alone and/or in connection with other products/services. 8.2 Supplier represents and warrants that the Products and Services do not (except as stated in the Purchase Order) contain 'open source software'. In the Contract 'open source software' means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software, including under the following licences: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License and the MIT License. 8.3 If the Products and Services delivered by Supplier contain open source software, Supplier must deliver to BOL in accordance with the Purchase Order (but at the latest with the delivery of the relevant Product and/or Service): 8.3.1 the source code of the relevant open source software, insofar as the applicable open source licence requires the disclosure of this source code; 8.3.2 a schedule of all open source files used, indicating the relevant licence and a copy of the complete text of such licence; and 8.3.3 a written declaration that through the intended use of the open source software neither the products of Supplier nor the products of BOL will be subject to a 'Copyleft Effect'. In the Contract, 'Copyleft Effect' means that the provisions of the open source licence require that certain of Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source licence e.g. only if the source code is disclosed to the recipient.

8.4 Without prejudice to BOL's other rights and remedies, if the Products and/or Services contain 'open source software' not specified in the Purchase Order and Supplier does not comply with Clause 9.4 and the open source software results or would result in a Copyleft Effect, BOL may terminate the Contract within thirty (30) days of being notified or becoming aware of such information without cost (and shall be entitled to a full refund of any advance payments made). 8.5 Supplier shall supply BOL with all updates of the Software and this Clause 9 shall apply to all such updates. 8.6 Supplier shall either provide BOL directly on request, or maintain within an escrow account, such technical advice, assistance, data and documentation, including source code where necessary, to enable BOL to maintain the Software. Where the information is held within an escrow account, Supplier is obliged to ensure that the controller of the escrow account releases the information to BOL on any of the events listed in clause 20.1.2 occurring, or as otherwise agreed between the parties. 9. BOL MATERIAL 9.1 Without prejudice to the generality of Clause 11 (i) Products marked with any trade mark used or owned by BOL or its customers shall not be disposed of to any third party without the prior written consent of BOL, and (ii) Products manufactured to a design or Specification supplied by BOL, or its customers shall not be manufactured for or supplied to any third party without the prior written consent of BOL. 9.2 Issued Material shall be and remain the property of BOL, even if charged for. Supplier shall maintain Issued Material in good order and condition, keep it separate from Supplier's property and identify it as the property of BOL. Supplier shall not use Issued Material except for the Contract. Risk in Issued Material shall be with Supplier who shall effect comprehensive insurance against all risks of its loss or damage of an amount equal to its replacement cost and with BOL's interest noted on the policy and with BOL as loss payee. 9.3 Tooling (including patterns, dies, moulds, jigs and fixtures and the like) is manufactured or acquired by Supplier specifically for the purpose of the Contract (or the purchase thereof is a requirement of the Contract), title to it shall pass to BOL upon its creation or acquisition and thereafter shall be deemed to be Issued Material. 9.4 Confidentiality, or termination or expiry of the Contract, Supplier shall immediately return (or at BOL's option dispose of) the Issued Material. 10. IP 10.1 The Contract 'Information' means (i) any information obtained from BOL (including information with or available from examination of Issued Material), and (ii) the terms of the Contract and information regarding the performance for BOL of the Contract. 10.2 Supplier shall keep all Information confidential and secure and not use it (except to perform the Contract or to the extent as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority) or make it available to any person except to the extent it is (i) already general knowledge or (ii) lawfully obtained by Supplier from another source without a duty of confidence. 10.3 Supplier shall keep confidential and secure all Issued Material and not (i) use it except for the purposes of performing the Contract or (ii) make it available to any third party. Supplier shall not without the prior written consent of BOL copy or reverse engineer Issued Material. 10.4 Supplier shall (i) not allow its employees access to Information or Issued Material except to perform the Contract, and (ii) ensure its employees are aware of the confidentiality of the Information and Issued Material and subject to written terms equivalent to this Clause 11. 10.5 Without prejudice to the generality of Clause 24.3, if BOL agrees to any subcontracting to a third party, Supplier shall procure that such third party is aware of and agrees to terms equivalent in effect to this Clause 11 in writing. 10.6 Supplier shall not without BOL's written consent make known that Supplier supplies or has supplied Products or Services to BOL. 11. INDEMNITY 11.1 Supplier shall, at all times during and after the term of the Contract, indemnify, keep indemnified and hold harmless BOL (and members of BOL's Group) against all claims, demands, actions, proceedings, losses, damages, costs and expenses (including all legal fees reasonably incurred by BOL) in relation to any infringement or alleged infringement of any third party IPR suffered by BOL as a result of BOL's use or possession of any element of the applicable Supplier's Solution which has been provided to or otherwise made available to use by BOL, pursuant to the applicable Contract and/or any related documentation or any part of them ('IPR Claim'), provided that: 11.1.1 BOL notifies the Supplier in writing of any IPR Claim; 11.1.2 BOL allows the Supplier to conduct all negotiations and proceedings and gives the Supplier reasonable assistance, each at the Supplier's cost, regarding the IPR Claim; and 11.1.3 BOL makes no adverse admission relating to the IPR Claim. 11.2 Without prejudice to Clause 12.1, if any IPR Claim is made, or in the Supplier's reasonable opinion is likely to be made, against BOL, the Supplier may, at its sole option and expense: 11.2.1 procure for BOL the right to continue using, developing, modifying or maintaining the applicable element of the Supplier's Solution (or any part thereof) in accordance with the terms of this licence;

11.2.2 modify the applicable element of the Supplier's Solution so that it ceases to be infringing; 11.2.3 replace the applicable element of the Supplier's Solution with non-infringing software; provided that if the Supplier modifies or replaces the applicable element of the Supplier's Solution, the modified or replacement element of the Supplier's Solution must comply with the title warranties contained in the applicable Contract and BOL shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this licence been references to the date on which such modification or replacement was made. 12.3 Notwithstanding the foregoing, the Supplier will not be liable to BOL under the above indemnity if and to the extent that either: 12.3.1 the IPR Claim is due to BOL's use of the applicable element of the Supplier Solution in connection or in combination with equipment, devices or software that it was not intended to be used with the applicable Supplier Solution in combination with; or 12.3.2 BOL modifies any element of the Supplier's Solution and such infringement would not have occurred but for such modification. 12.4 Supplier shall consider and defend any IPR Claim diligently using competent Counsel and in such a way as not to bring the reputation or good name of BOL into disrepute. 12.5 Supplier shall not be entitled to settle or compromise any IPR Claim without BOL's prior written consent (not to be unreasonably withheld or delayed). 12.6 If at any time an IPR Claim is made, without prejudice to the indemnity described in Clause 12.1, Supplier may, at its own expense and sole option, either: 12.6.1 procure for BOL the right to continue using the relevant part of the Supplier Solution and any related documentation; or 12.6.2 replace or modify the Supplier Solution and/or any related documentation with non-infringing substitutes provided that such substitutes do not adversely affect the performance or material functionality of the Supplier Solution. 12.7 If Supplier elects to modify the item(s) or to supply substitute item(s) under Clause 12.6.2 to procure a licence in accordance with Clause 12.6.1 but this has not occurred or resolved the IPR Claim, BOL may return the applicable Contract and any related documentation to the Supplier and, without prejudice to the indemnity set out in Clause 12.1, if BOL does so, Supplier shall refund in full all Charges paid by BOL under the applicable Contract and be liable for all reasonable and unavoidable costs of substitute items pursuant to the terms of the applicable Contract. 13. LIABILITY 13.1 The parties agree that there is no exclusion or limitation of liability for: 13.1.1 death or personal injury caused by its negligence (including that of its employees, subcontractors or agents); 13.1.2 any liability pursuant to section 12 of the Sale of Goods Act 1979; 13.1.3 any liability pursuant to section 2 of the Supply of Goods and Services Act 1982; 13.1.4 any fraudulent representation or fraudulent misrepresentation, including any liability for a fundamental misrepresentation, or any misrepresentation as to a matter fundamental to its ability to perform its obligations under the Contract; 13.1.5 for a willful default of that party under the Contract (being a malicious intention to do an act knowing it will entail a high degree of serious loss or damage coupled with heedlessness or indifference to or disregard of the consequences); 13.1.6 any other condition, warranty, statutory duty or liability that cannot be excluded or limited by law. 13.1.7 Subject to Clause 13.1 above and Clause 13.3 below. 13.1.8 Supplier's maximum aggregate liability arising out of or in connection with the Contract (but excluding any damage to property), will be capped in the aggregate at One hundred per cent (100%) per cent of the Charges or other Charges and expenses. 13.1.9 Supplier's maximum aggregate liability arising out of or in connection with the Contract will be limited to Five million pounds (£5,000,000); 13.1.10 Supplier's maximum aggregate liability arising out of or in connection with the Contract will be limited to One hundred percent (100%) of the Charges that are set out in the relevant Contract excluding any liability for any other Charges and expenses. 13.2 Without prejudice to Clause 13.2 nothing in the Contract will operate to exclude or restrict Supplier's Liability to BOL (including in respect of BOL Group) under: 13.3.1 Clause 11 (Confidentiality); 13.3.2 Clause 12 (Intellectual Property Rights Infringement); 13.3.3 Clause 16 (Data Protection); and 13.3.4 and any fines, liabilities, expenses imposed by a court or a regulatory authority that arise as a result of any breach of any relevant regulations by Supplier or any of its contractors or sub-contractors. 13.4 Any Liability of a party that falls within any head of loss referred to in Clauses 13.1 and/or 13.3 will not be taken into account in assessing whether any of the financial limits in Clause 13.2 above have been reached in the Contract. 13.5 This Clause 13 states each party's total Liability in respect of their respective obligations and liabilities under the Contract. 13.6 Nothing in the Contract will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court. 13.7 If at any time an IPR Claim is made, without prejudice to the indemnity described in Clause 12.1, Supplier may, at its own expense and sole option, either: 13.7.1 procure for BOL the right to continue using the relevant part of the Supplier Solution and any related documentation; or 13.7.2 replace or modify the Supplier Solution and/or any related documentation with non-infringing substitutes provided that such substitutes do not adversely affect the performance or material functionality of the Supplier Solution. 13.8 Subject to Clauses 13.1 and 13.3, neither party will be liable to the other party (whether in contract, tort (including, without limitation, negligence), under statute or otherwise) for any indirect, consequential or special loss arising out of or in connection with the Contract. 14. FORCE MAJEURE 14.1 Neither party shall be liable to the other for any loss or damage which may be suffered by the other as a result of the performance of its obligations under the Contract being prevented, hindered or delayed by reason of circumstances or events beyond its reasonable control including strikes, lock-outs or other industrial disputes (other than to the extent involving only its workforce), failure of a utility service, act of God, war, civil commotion, malicious damage, epidemic, explosion, fire, flood or earthquake. 14.2 If a Force Majeure event occurs, the performance of its obligations under the Contract by a Force Majeure event which continues for more than thirty (30) days, BOL may at its option terminate the Contract, defer the date of delivery or payment, and/or reduce the volume of Products or Services ordered without liability to Supplier with immediate effect by giving written notice. 15. ANTI-SLAVERY 15.1 Supplier shall comply with the Modern Slavery Act 2015. 15.2 Supplier will: 15.2.1 Not engage in any Modern Slavery Practice; and 15.2.2 Comply with its own Anti-Slavery policy at all times. 15.3 Supplier will promptly inform BOL in writing of any of its obligations referred to in Clauses 15.1 or 15.2 of these Conditions occurring where such breach directly relates to the Services provided pursuant to a Purchase Order. 15.4 Each party will, and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with the Contract will: 15.4.1 comply with all applicable Anti-Bribery Laws; 15.4.2 maintain in place, for the term of the Contract, its own policies and procedures, including, but not limited to, adequate procedures to ensure compliance with all applicable Anti-Bribery Laws, and will enforce them where appropriate; 15.4.3 not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act; 15.4.4 do not or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws; 15.4.5 ensure that the performance of its obligations under the Contract will not be in breach of and/or to commit an offence under any Anti-Bribery Laws; and 15.4.6 provide the other party and each other member of the other party's Group (at such party's cost) with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws. 15.5 Supplier will promptly upon becoming aware give written notice to BOL of any: 15.5.1 financial or other loss or damage which may be suffered by the other as a result of the performance of its obligations under the Contract; or 15.5.2 in connection with the awarding or continuation of force of the Contract; and/or request or demand from a third party to facilitate the evasion of tax. 15.6 BOL will be entitled, by giving written notice to that effect to Supplier, to require Supplier to remove from the performance of these Conditions and/or any Purchase Order any Supplier personnel or sub-contractors in respect of whom Supplier is in breach of any of its obligations under Clause 16.1. 15.7 Any breach of this Clause 16 shall be deemed a material breach of the Contract, which is not capable of remedy. 16. INSURANCE 16.1 Supplier shall be its own cost be solely responsible for taking out and maintaining in force during the term of the applicable Contract and for a term of seven years thereafter the following policies of insurance ('Required Insurances'): 17.1.1 employer's liability insurance for a minimum amount of cover of £10,000,000 (Ten million pounds sterling) on a single event or series of related events in a single calendar year; 17.1.2 property damage insurance for a minimum amount of cover of £5,000,000 (Five million pounds sterling) for a single event or series of related events in a single calendar year; 17.1.3 public liability insurance for a minimum amount of cover of £1,000,000 (One million pounds sterling) on a single event or series of related events in a single calendar year; and 17.1.4 public liability insurance for a minimum amount of cover of £10,000,000 (Ten million pounds sterling) on a single event or series of related events in a single calendar year; and 17.1.5 product liability insurance for a minimum amount of cover of £10,000,000 (Ten million pounds sterling) on a single event or series of related events in a single calendar year; and 17.1.6 any other insurances that Supplier is required by applicable Law to maintain. 17.2 Supplier shall, on request, provide BOL with suitable evidence that all Required Insurances are in full force and effect without endorsements or other matters that could invalidate the cover provided by the Required Insurances and with evidence of payment of the last premium. 17.3 If, at any time during the term of the applicable Contract or during the period of six years following termination or expiry of the applicable Contract (howsoever occurring), Supplier is unable to provide BOL with suitable evidence that the Required Insurances are in full force and effect without endorsements or other matters which could invalidate the cover provided by the Required Insurances, BOL shall be entitled to purchase policies of insurance ('Replacement Insurances') to cover the risks which the Required Insurances are intended to cover to the same financial limits as described in Clause 17.1 (using reasonable commercial efforts to minimise the costs of doing so), and recover in full up to demand from Supplier the premiums for the Replacement Insurances and any other costs reasonably related to BOL's arrangement of the Replacement Insurances. 18. DATA CONTROLLER 18.1 For the purpose of this Clause 18, the terms 'Data Controller', 'Data Processor', 'Data Subject', 'Personal Data' and 'Process' have the same meanings as in the Data Protection Legislation. 18.2 Each party agrees to comply with all applicable Data Protection Legislation in respect of its obligations under the Contract. 18.3 The parties acknowledge and agree that Supplier shall be a Data Processor and BOL shall be the Data Controller in respect of all BOL's Personal Data and Supplier agrees to comply with and be bound by the provisions set out in the Data Processing Addendum and each relevant Purchase Order when carrying out the Services and at all times when Processing BOL's Personal Data. 19. LICENCES 19.1 The Products or Services supplied under the Contract require BOL to have any permit or licence from any governmental or other regulatory authority the Contract shall be deemed conditional upon such permit or licence being granted at the required time. Supplier represents and warrants that it has all necessary permits and licences to allow it to sell the Products and Services to BOL. 20. TERMINATION 20.1 Supplier may terminate this Contract with immediate effect by notice in writing to Supplier if: 20.1.1 Supplier is in material breach and, in the case of breach capable of remedy, fails to remedy the breach as soon as reasonably possible and in any event within fourteen (14) days of being asked to do so in writing. If a breach cannot be remedied, BOL may terminate the Contract; 20.1.2 Supplier is unable to pay its debts as they become due, ceases or threatens to cease business, or commits an act of insolvency/bankruptcy, or if a third party takes action for it to go into liquidation unless this is to reconstruct or merge the company, or if an administrator, administrative receiver, receiver or manager is appointed of any part of its business, or if anything analogous to any of those events occurs in any jurisdiction; 20.1.3 Supplier fails to secure a replacement supplier for the Services in full force and effect within thirty (30) days of written notice from BOL; 20.1.4 there is a change in control of Supplier, which in the reasonable opinion of BOL adversely affects the position, rights or interests of BOL; 20.1.5 Supplier fails to comply with its obligations under the Contract; 20.1.6 Supplier fails to comply with its obligations under the Contract; 20.1.7 Supplier fails to comply with its obligations under the Contract; 20.1.8 Supplier fails to comply with its obligations under the Contract; 20.1.9 Supplier fails to comply with its obligations under the Contract; 20.1.10 Supplier fails to comply with its obligations under the Contract; 20.1.11 Supplier fails to comply with its obligations under the Contract; 20.1.12 Supplier fails to comply with its obligations under the Contract; 20.1.13 Supplier fails to comply with its obligations under the Contract; 20.1.14 Supplier fails to comply with its obligations under the Contract; 20.1.15 Supplier fails to comply with its obligations under the Contract; 20.1.16 Supplier fails to comply with its obligations under the Contract; 20.1.17 Supplier fails to comply with its obligations under the Contract; 20.1.18 Supplier fails to comply with its obligations under the Contract; 20.1.19 Supplier fails to comply with its obligations under the Contract; 20.1.20 Supplier fails to comply with its obligations under the Contract; 20.1.21 Supplier fails to comply with its obligations under the Contract; 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