

# SEVERN POWER LIMITED (IN ADMINISTRATION) ("SPL") STANDARD TERMS AND CONDITIONS OF PURCHASE

## INTRODUCTION

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

### 1. DEFINITIONS AND INTERPRETATION

1.1 In the Contract the following expressions have the following meanings:

<b>"Administrators"</b>	means James Robert Tucker and David John Pike each of KPMG LLP, 15 Canada Square, London, E14 5GL (as joint administrators of SPL)
<b>"Anti-Bribery Laws"</b>	means all Applicable Laws that relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010
<b>"Applicable Laws"</b>	means (i) laws (including statutes, statutory instruments, bye-laws and EU regulations), (ii) orders, rules, policies, codes of conduct, guidance and directors made by governmental or regulatory bodies, whether or not having the force of law, and (iii) industry standards and good engineering and commercial practices (including relevant British Standards, ISO standards and European Standards) from time to time in force
<b>"Charges"</b>	means any of the charges and/or fees, which are set out in the applicable Contract
<b>"Conditions"</b>	means these SPL standard terms and conditions of purchase
<b>"Contract"</b>	means a contract consisting of the Conditions and the Purchase Order together
<b>"Data Protection Legislation"</b>	(a) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2013; (b) the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), until such time as it might cease to apply in the UK; and (c) to the extent applicable, any legislation ratifying or otherwise adopting the GDPR in the UK, and any applicable associated or supplementary data protection laws and regulations, codes of practice and other guidance issued by any supervisory authority each as updated, amended or replaced from time to time
<b>"Group"</b>	means in relation to any company that company and every other company which is from time to time a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms "subsidiary and "holding company" shall have the meanings given to them by section 1159 of the Companies Act 2006 (as amended))

<b>"IPR"</b>	means patents, rights in inventions, rights in confidential information, copyrights, registered trade marks, passing-off rights, database rights, registered designs, design rights (in each case whether or not registered) and all rights and forms of protection of a similar nature or having equivalent effect subsisting from time to time in any jurisdiction worldwide
<b>"Issued Material"</b>	means any materials (including tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials) issued to Supplier by or on behalf of SPL (and any materials derived from such materials)
<b>"Liability"</b>	means liability which is recoverable at law and which arises out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any party's obligations under the Contract, in each case howsoever caused including if caused by negligence or if caused by a deliberate and/or repudiatory breach by that party
<b>"Modern Slavery Practice"</b>	means any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No.29) and Protocol) (c) human trafficking or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited
<b>"Products"</b>	means the goods described in the Purchase Order (including any applicable documentation and/or items delivered as part of a Service)
<b>"Purchaser Order"</b>	means the SPL purchase order for any Products and/or Services within which these Conditions appear, are attached or referenced together with any special terms and conditions set out in that Purchase Order and any documents incorporated by express reference in that Purchase Order
<b>"Requirements"</b>	means any requirement of SPL for the Products and/or Services which are identified as such in the applicable Purchase Order and/or any tender request which is proposed by SPL to Supplier prior to the supply of the applicable Products and/or Services
<b>"Services"</b>	means the services described in the Purchase Order including any applicable documentation
<b>"SPL"</b>	means the SPL company stated in the Purchase Order
<b>"Specification"</b>	means the manufacturer's published specification for the Products or Services, or any other specification as identified within the Purchase Order, or
<b>"Software"</b>	means any software which is comprised or included in the Products and/or Services, and its related documentation
<b>"Supplier"</b>	means the person referred to on the face of the Purchase Order to whom the Purchase Order is issued

**"Supplier's Solution"** means the combination of Services and/or Products which is to be provided by Supplier to SPL under the Contract

**"Warranty Period"** unless otherwise stated in the Purchase Order, this means the period of 12 months from delivery of the Products and/or completion of the Services. In the case of deliveries of Products and/or Services to locations which are not SPL premises, the Warranty Period shall instead begin when the Product and/or Service is accepted by the end customer (or on the date one year after delivery, if earlier)

1.2 In the Contract:

1.2.1 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,

1.2.2 references to a "person" shall include any individual, firm, company or other body corporate, government or governmental agency, sub-division or authority, or any business trust, estate, trust, joint venture, association or partnership (whether or not having separate legal personality);

1.2.3 an "affiliate" means a person under common ownership or control with the relevant party, and includes in the case of SPL all companies ultimately controlled (directly or indirectly) by SPL;

1.2.4 "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares or otherwise, and

1.2.5 the words "including" and "include" shall be construed as if 'followed by the words "without limitation"

1.3 In the event of any conflict between any provision of the Contract, the order of precedence shall be:

1.3.1 any matters set out in the Purchase Order under the heading "special terms and conditions";

1.3.2 the Conditions;

1.3.3 any Specification for the Products and/or Services set out, or incorporated by express reference, in the Purchase Order; and

1.3.4 any other documents incorporated by express reference in the Purchase Order.

2. **APPLICATION**

2.1 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. The Contract shall not be varied otherwise than by an instrument in writing signed by each of the parties specifically reciting that it amends the Contract.

2.2 The Purchase Order for Products and/or Services by SPL from Supplier shall be deemed to be an offer by SPL to buy the Products and/or Services on the terms of the Contract which shall be deemed accepted on the earlier of Supplier (i) expressly giving notice of acceptance or(ii) fulfilling the Purchase Order in whole or part.

2.3 No terms or conditions endorsed upon, delivered or contained within Supplier's quotation, acknowledgement or acceptance of the Purchase Order or any other document issued by or for Supplier shall form part of the Contract and Supplier waives any right which it might otherwise have to rely on such terms and conditions

2.4 These Conditions shall apply to all SPL's purchases from Supplier, unless Supplier and SPL have entered into a framework agreement for the relevant Products and Services prior to the date of the Purchase Order in which case such framework agreement shall be treated as special terms and conditions for the purposes of Clause 1.3

### 3. **QUALITY AND DESCRIPTION**

3.1 The Supplier shall ensure that the Products shall:

- 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 be fit for any purpose held out by Supplier or made known to Supplier by SPL and in this respect SPL relies on Supplier's skill and judgment;
- 3.1.5 conform with any Specification, sample, drawing, description and/or Requirements furnished supplied or advised by SPL to Supplier; 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 In providing the Services, the Supplier shall:

- 3.2.1 co-operate with SPL in all matters relating to the Services and comply with the instructions of SPL;
- 3.2.2 perform the Services in a proper, diligent and skilful manner in accordance with best industry practice, by appropriately qualified and experienced personnel, sufficient 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 SPL;
- 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, vehicles and such other such items as 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 SPL, 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 provision of the Services, and/or affecting obligators under 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 SPL premises;
- 3.2.10 hold all materials, equipment, tools, drawings, Specifications and data supplied by SPL to the Supplier in safe custody at its own risk and maintain these items in good condition

until returned to SPL and not dispose of these items other than in accordance with SPL's written instructions or authorisation; and

3.2.11 not do or omit to do anything that may cause SPL to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and Supplier acknowledges that SPL may rely or act on the Services.

3.3 SPL'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/or Services and any inspection or testing by SPL shall not diminish or otherwise affect Supplier's obligations under the Contract.

3.5 Supplier shall cooperate with SPL in all matters relating to the Contract, and comply with all instructions of SPL including complying with any written or verbal instructions in relation to safety and security while on SPL's premises.

3.6 Supplier represents and warrants that use by SPL 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 SPL (or SPL's representatives) such access to its premises and facilities at reasonable times as SPL may reasonably request 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 SPL with such certificates of origin and/or testing as SPL may require. Such certificates must state the relevant Purchase Order numbers together with any item numbers.

#### 4. **DEFECTS AND REJECTION**

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, SPL 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.

4.3 If within thirty (30) days of notification the Defect has not been remedied by Supplier to the reasonable satisfaction of SPL, without prejudice to SPL's other rights and remedies under the Contract, SPL may at SPL's discretion do any or all of the following (including different options in relation to different Defects):

4.3.1 reject in whole or in part any Products and/or Services supplied under the Contract;

4.3.2 have refunded any payments made in relation to rejected Products and/or Services and/or for any Products and/or Services paid for in advance, within ten (10) days and SPL may terminate the Contract (without liability and without prejudice to its other rights and remedies) as it relates to those rejected Products and/or Services;

4.3.3 refuse to accept any subsequent delivery of the Products and/or performance of the Services which Supplier attempts to make;

4.3.4 require Supplier to make good any such Defects by replacing or repairing any rejected Products, and/or re-performing or otherwise correcting any rejected Services, at Supplier's cost and within such time and at such location as may be required by SPL;

4.3.5 take, at the cost and liability of Supplier, such steps as may be reasonably required to make good such Defects by replacing or repairing any rejected Products, and/or re-

performing or otherwise correcting any rejected Services (itself and/or by means of alternative suppliers, including by purchasing substitute Products or Services); and/or

4.3.6 grant a concession to accept a Defect subject to such reduction and/or reimbursement from the price as in the opinion of SPL reflects the costs and damages incurred or likely to be incurred by SPL, and the benefits (including any reduction in liabilities) accruing or likely to accrue to Supplier, as a result of doing so.

4.4 SPL's rights under Clause 4.3 are in addition to its other rights and remedies under the Contract (including rights to damages for breach).

4.5 SPL's rights under Clause 4.3 (only) shall cease at the end of the Warranty Period, except for Defects in title. In the case of latent defects, SPL shall continue to be entitled to exercise the right provided under Clause 4.3.1 after the Warranty Period expires, but only if it exercises it within thirty (30) days of the date the latent defect becomes apparent to SPL. In the case of defects for which Applicable Law provides a longer warranty period than the Warranty Period, such longer period shall apply.

4.6 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).

4.7 If the Products are not delivered, and/or the Services are not performed by the applicable date, SPL 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 SPL exercises its rights in respect of late delivery under this Clause 4.7, 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 SPL exercises its rights in respect of the performance under this Clause 4.7, 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.

4.8 If Supplier becomes or is aware of any Defect in the Products and/or Services, it shall promptly notify SPL in writing, giving full details.

## 5. **DELIVERY AND RISK**

5.1 Products and Services 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 no place or delivery date is specified Products and/or Services shall be delivered to the registered address of SPL and delivery shall take place within 14 days of the date of the Purchase Order. SPL may delay 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 Time of delivery 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 SPL. 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 SPL 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 SPL. 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 Products a packaging note detailing SPL'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 also be provided.

- 5.5 If any of the Products and/or Services contain any hazardous substances or require any special precautions 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
- 5.6 Without prejudice to Supplier's other obligations, if transport of the Products is to be performed by a carrier commissioned by SPL, 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 SPL informs Supplier, or if Supplier is aware, that multimodal transport is to be used.
- 5.7 The Products shall remain at the risk of Supplier until delivery to SPL is complete. Any of Supplier's property brought onto SPL's premises will be at the risk of Supplier.
- 5.8 If the Contract requires SPL to return any packaging material to Supplier, that fact must be stated on any delivery note to SPL and any such packaging material will be returned to Supplier at Supplier's cost.
- 5.9 If Products are delivered to SPL in excess of the quantities ordered SPL shall not be liable to pay for the excess, and any excess held by SPL shall be at Supplier's risk. Any rejected Products held by SPL shall be at Supplier's risk. Supplier shall promptly at its own cost collect any excess or rejected Products.

## 6. **TITLE**

- 6.1 Title to Products shall pass to SPL 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 SPL, and (iii) delivery will transfer title to the Products to SPL free from all charges, encumbrances and other adverse rights.
- 6.2 Acceptance of delivery and transfer of title shall not prejudice SPL's rights to reject or otherwise seek remedies under the Contract. Supplier acknowledges that the Products or Services may be sold on by SPL (as such or as part of other goods/services) and represents and warrants that SPL will be able to transfer good title to its customer.

## 7. **VARIATION OF SERVICES/PRODUCTS**

- 7.1 If at any time during the course of the Contract, SPL 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 SPL 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 SPL.
- 7.2 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 SPL.

## 8. **PRICES AND PAYMENT**

- 8.1 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 SPL. 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.

- 8.2 Supplier shall send to SPL by email to the email address(es) specified by SPL in the Purchase Order, a detailed invoice stating the Purchase Order and Products or Services reference numbers. If requested by SPL, Supplier shall instead submit such invoices by post to an address provided by SPL. 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.
- 8.3 Without prejudice to any other right or remedy, SPL may set off any amount owing at any time by Supplier to SPL against any amount payable by SPL to Supplier under the Contract.
- 8.4 If a party fails to make any payment due under the Contract by the due date for payment, then the non-defaulting party shall be entitled to charge interest on the overdue amount at the rate of 3% per annum above the base lending rate from time to time of Barclays Bank plc calculated on a daily basis until payment is made whether before or after any judgement. In relation to payments disputed in good faith, interest under this Clause 8.4 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.

## 9. RIGHTS OF USE

- 9.1 Supplier hereby grants to SPL, or shall procure the direct grant to SPL of, a fully paid-up, worldwide, non-exclusive, royalty-free (except as expressly stated in the Purchase Order) perpetual and irrevocable licence:
- 9.1.1 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/service, marketing and supplying them (alone and in other products/services) to affiliates, other distributors and customers; and
- 9.1.2 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.
- 9.2 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 licenses the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License and the MIT License.
- 9.3 If the Products and Services delivered by Supplier contain open source software, Supplier must deliver to SPL in accordance with the Purchase Order (but at the latest with the delivery of the relevant Product and/or Service):
- 9.3.1 the source code of the relevant open source software, insofar as the applicable open source licence requires the disclosure of this source code;
- 9.3.2 a schedule of all open source files used, indicating the relevant licence and including a copy of the complete text of such licence; and
- 9.3.3 a written declaration that through the intended use of the open source software neither the products of Supplier nor the products of SPL will be subject to a "Copyleft Effect". In the Contract, "Copyleft Effect" means that the provisions of the open source license 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 eg only if the source code is disclosed.

- 9.4 Without prejudice to SPL'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, SPL 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).
- 9.5 Supplier shall supply SPL with all updates of the Software and this Clause 9 shall apply to all such updates.
- 9.6 Supplier shall either provide SPL directly on request, or maintain within an escrow account, such technical advice, assistance, data and documentation, including source code where necessary, to enable SPL 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 SPL on any of the events listed in Clause 20.1.2 occurring, or as otherwise agreed between the parties.
10. **SPL MATERIAL**
- 10.1 Without prejudice to the generality of Clause 11 (i) Products marked with any trade mark used or owned by SPL or its customers shall not be disposed of to any third party without the prior written consent of SPL, and (ii) Products manufactured to a design or Specification supplied by SPL or its customers shall not be manufactured for or supplied to any third party without the prior written consent of SPL.
- 10.2 Issued Material shall be and remain the property of SPL 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 SPL. 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 SPL's interest noted on the policy and with SPL as loss payee.
- 10.3 If 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 SPL upon its creation or acquisition and thereafter it shall be deemed to be Issued Material.
- 10.4 Upon request, or termination or expiry of the Contract, Supplier shall immediately return (or at SPL's option dispose of) the Issued Material.
11. **CONFIDENTIALITY**
- 11.1 In the Contract "Information" means (i) any Information obtained from SPL (including Information within or available from examination of Issued Material), and (ii) the terms of the Contract and Information regarding the performance for SPL of the Contract.
- 11.2 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.
- 11.3 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 SPL copy or reverse engineer Issued Material.
- 11.4 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 in effect to this Clause 11.

11.5 Without prejudice to the generality of Clause 24.3, if SPL 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.

11.6 Supplier shall not without SPL's written consent make known that Supplier supplies or has supplied Products or Services to SPL.

## 12. **INDEMNITY**

12.1 Supplier shall, at all times during and after the term of each Contract, indemnify, keep indemnified and hold harmless SPL (and members of SPL's Group) against all claims, demands, actions, proceedings, losses, damages, costs and expenses (including all legal fees reasonably incurred by SPL) in relation to any infringement or alleged infringement of any third party IPR suffered by SPL as a result of SPL'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 SPL pursuant to the applicable Contract and/or any related documentation or any part of them ("**PR Claim**"), provided that:

12.1.1 SPL notifies the Supplier in writing of any IPR Claim;

12.1.2 SPL 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

12.1.3 SPL makes no adverse admission relating to the IPR Claim.

12.2 Without prejudice to Clause 12.1, if any PR Claim is made, or in the Supplier's reasonable opinion is likely to be made, against SPL, the Supplier may, at its sole option and expense:

12.2.1 procure for SPL 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;

12.2.2 modify the applicable element of the Supplier's Solution so that it ceases to be infringing;

12.2.3 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 SPL 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 SPL under the above indemnity if and to the extent that either:

12.3.1 the IPR Claim is due to SPL'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 SPL 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 SPL into disrepute.

12.5 Supplier shall not be entitled to settle or compromise any IPR Claim without SPL's prior written consent (not to be unreasonably withheld or delayed).

12.6 If at any time an IPR Claim is made, but 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 SPL 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.

If Supplier elects to modify the item(s) or to supply substitute item(s) under Clause 12.6.2 or to procure a licence in accordance with Clause 12.6.1 but this has not avoided or resolved the IPR Claim, SPL may return the Supplier Solution and any related documentation to the Supplier and, without prejudice to the indemnity set out in Clause 12.1, if SPL does so, Supplier shall refund in full all Charges paid by SPL 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 Subject to Clause 25.11, 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 any 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 wilful 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.

13.2 Subject to Clause 13.1 above and Clause 13.3 below:

- 13.2.1 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 under the relevant Contract or one million pounds (£1,000,000) whichever is the greater;
- 13.2.2 Supplier's maximum aggregate property Liability arising out of or in connection with the Contract will be limited to Five million pounds (£5,000,000);
- 13.2.3 SPL'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 unpaid Charges and expenses).

13.3 Without prejudice to Clause 13.2 nothing in the Contract will operate to exclude or restrict Supplier's Liability to SPL (including in respect of SPL Group) under:

- 13.3.1 Clause 11 (Confidentiality);
- 13.3.2 Clause 12 (Indemnity);
- 13.3.3 Clause 18 (Data Protection); and

- 13.3.4 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 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 relation to 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 The financial limits set out in this Clause 13 are, in relation to the Contract, separate and not cumulative, and any Liability of either party that falls within one of those clauses shall not be taken into account in assessing whether the financial limits in the other such clauses have been reached.
- 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, food or earthquake.
- 14.2 If Supplier or SPL is prevented from performing its obligations under the Contract by a Force Majeure event which continues for more than thirty (30) days, SPL 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 Each party 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 upon becoming aware, give written notice to SPL upon a breach of any of its obligations referred to in Clauses 15.1 or 15.2 of these Conditions shall be deemed a material breach of the Contract, which is not capable of remedy.
16. **ANTI-BRIBERY AND CORRUPTION**
- 16.1 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:
- 16.1.1 comply with all applicable Anti-Bribery Laws;
- 16.1.2 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;

- 16.1.3 not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;
  - 16.1.4 not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws;
  - 16.1.5 not do or omit to do any act or thing which causes or may cause the other party or any other member of the other party's Group to be in breach of and/or to commit an offence under any Anti-Bribery Laws; and
  - 16.1.6 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.
- 16.2 Supplier will promptly upon becoming aware give written notice to SPL of any:
- 16.2.1 financial or other advantage, inducement or reward it has given or intends to give (whether directly or through any third party) to any person (including any employee of SPL or of any other member of SPL Group) in connection with the awarding or continuation in force of the Contract; and/or
  - 16.2.2 request or demand from a third party to facilitate the evasion of tax.
- 16.3 SPL 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.
- 16.4 Any breach of this Clause 16 shall be deemed a material breach of the Contract, which is not capable of remedy.
- 17. INSURANCE**
- 17.1 Supplier shall at 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 professional indemnity 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.
  - 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 SPL 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 SPL with suitable evidence that Required Insurances are in full force and effect without endorsements or other matters which could invalidate the cover provided by the Required Insurances, SPL 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 upon demand from Supplier the premiums for the Replacement Insurances and any other costs reasonably related to SPL's arrangement of the Replacement Insurances.

## 18. DATA PROTECTION

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 SPL shall be the Data Controller in respect of all SPL'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 SPL's Personal Data.

## 19. LICENCES

19.1 If the Products or Services supplied under the Contract require SPL 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 SPL.

## 20. TERMINATION

20.1 SPL 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, SPL may terminate the Contract immediately;

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 it or 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, monitor 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 in the reasonable opinion of SPL there occurs a material change in the financial position of Supplier which is likely to affect its ability to perform its obligations under the Contract, or

20.1.4 there is a change in control of Supplier, which in the reasonable opinion of SPL adversely affects the position, rights or interests of SPL.

20.2 SPL may terminate this Contract at any time for convenience on giving ninety (90) days' written notice to Supplier.

20.3 On termination of the Contract, SPL shall be entitled to have delivered to it all finished Products manufactured by Supplier, and all work in progress, at the date of termination. If termination is effected pursuant to Clauses 20.1.3, 20.1.4 or 20.2, SPL shall pay Supplier the price of all such finished Products and a fair and reasonable sum in respect of all such work in progress. This shall

be Supplier's sole and exclusive remedy in the event of termination of the Contract pursuant to those clauses.

- 20.4 In any of the circumstances under which SPL may terminate the Contract, SPL may instead terminate any element of the Contract, which can be terminated without having a material overall impact on the ability of Supplier to fulfil its other obligations under the Contract. Any partial termination will lead to a reduction in the Charges.
- 20.5 Termination of this Contract (however arising) shall not affect or prejudice (i) the continuance in force of rights of use pursuant to Clause 9 (Rights Of Use), Clause 11 (Confidentiality), Clause 12 (Indemnity), Clause 20 (Termination), Clause 25.13 (Jurisdiction and Governing Law) or (ii) the rights, liabilities or remedies of the parties accrued prior to termination.
- 20.6 During the period from the giving of any notice to terminate until the date thirty (30) days after termination or expiry of the Contract, Supplier will provide reasonable assistance to SPL to effect a smooth termination and/or transition of the supply of the Products and/or Services to an alternative supplier (or in-house), if requested by SPL.
- 20.7 Without prejudice to SPL's other rights and remedies, Supplier shall within thirty (30) days of termination of the Contract pursuant to Clause 20.1.1 or 20.1.2 refund to SPL any advance payments made under the Contract and compensate SPL for the cost of completing (or re-procuring) the Products and/or Services.
- 20.8 SPL shall within thirty (30) days, pay to Supplier all of Supplier's outstanding unpaid invoices and interest and in respect of Services and Products supplied but for which no invoice has been submitted, Supplier shall submit an invoice, which shall be payable by SPL within thirty (30) days of receipt. SPL shall return all Supplier materials and any Products or other deliverables, which have not been fully paid for within thirty (30) days of termination of the Contract.

## 21. **CODE OF CONDUCT FOR SUPPLIERS**

- 21.1 Supplier shall comply with the Calon Energy Code of Conduct for its suppliers (available at [www.calonenergy.com](http://www.calonenergy.com)). Without limiting that obligation, Supplier shall (i) comply with the laws of all applicable legal system(s) relevant to the subject matter of the Contract, and (ii) not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or in any use of child labour. Moreover, Supplier will take responsibility for the health and safety of its employees, Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote compliance with the Calon Energy Code of Conduct amongst its suppliers.
- 21.2 Supplier shall provide the necessary organisational instructions and take measures (including in respect of premises security, packaging and transport, business partners, personnel and information) in order to guarantee security in the supply chain according to the requirements of internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). Supplier shall protect the Products and Services provided to SPL or to third parties designated by SPL against unauthorised access and manipulation. Supplier shall only use reliable personnel in relation to Products and Services and shall oblige any sub-suppliers to take equivalent security measures.

## 22. **EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS**

- 22.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall advise SPL in writing within two weeks of receipt of any Purchase Order – and in case of any changes without undue delay – any information and data required by SPL to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation (i) all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN), (ii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding, and (iii) the country of origin (non-preferential

origin); and - upon request of SPL - Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

22.2 Supplier shall be liable for any expenses and/or damage incurred by SPL due to any breach of Clause 21.1.

22.3 SPL's obligations under the Contract are subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

## 23. **HEALTH AND SAFETY**

23.1 Without prejudice to the generality of Clause 3, Supplier shall comply with all Applicable Laws relating to health and safety and use its best endeavours to (a) minimise and if possible eliminate hazards for the health and safety of the personnel employed by Supplier and Supplier's direct or indirect subcontractors for the performance of the Services ("Personnel") and (b) to ensure that no persons who are on the work site, including Personnel, SPL's personnel and visitors, suffer any injury. Supplier shall (i) comply with all SPL's (and/or the site owner's) procedures, policies and requirements, and revisions thereof, notified to Supplier from time to time and (ii) prior to attending any familiarise itself with the same.

23.2 Before the commencement of the Services, Supplier shall provide SPL a written risk assessment that (a) analyses all potential hazards for the health and safety of the Personnel arising out of the Services and (b) determines measures to minimise and if possible eliminate such hazards.

23.3 Supplier shall ensure that all Personnel (a) are competent to undertake the work by reason of their knowledge, skills, training and experience (and Supplier shall provide documentary evidence of such competence, if requested), and (b) take part in any SPL site-specific safety training and receive the appropriate personal protection equipment before starting work on the site. Supplier shall ensure that the Personnel make use of the personal protection equipment in the appropriate manner and that such equipment is maintained in good working order at all times.

23.4 SPL reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Services for security, health and safety reasons, at any time without any liability.

23.5 Supplier shall appoint a competent person as its representative for environmental, health and safety ("Supplier EHS Representative") and shall ensure that Supplier EHS Representative takes part in safety discussions arranged by SPL from time to time).

23.6 Supplier shall regularly monitor compliance with statutory and contractual health and safety provisions by performing safety to ours on the site of Supplier's works. In due time before a safety tour, Supplier shall invite SPL to participate. If Supplier discovers non-compliance with health and safety provisions, it shall restore compliance without undue delay and advise SPL of findings and of the status of the corrective actions.

23.7 Upon SPL's request, Supplier shall promptly grant SPL access to all documents related to health and safety connected with the Services. Nothing in this paragraph shall be taken to compel the production of a document of which Supplier would on grounds of legal professional privilege be entitled to withhold production on an order for discovery in an action in the High Court.

23.8 If any incident occurs in connection with the Services leading to (a) the death of any person, (b) a major or severe injury to any person, (c) injury to any person involving one or more days of incapacity of such person or (d) more than three workers being brought to hospital, or if Supplier becomes aware of any event or circumstances in connection with the Services which could have caused any of the events described in (a), (b), (c) or (d), Supplier shall immediately inform SPL and shall, without undue delay (i) execute a root cause analysis of the incident, (ii) determine appropriate measures to exclude similar incidents in the future, (iii) define time periods for the measures to be implemented and (iv) provide SPL with a written report containing sufficient detail

on the root cause, the measures determined and the time periods defined. Supplier shall support any additional investigation conducted by SPL.

23.9 If SPL produces an environmental health and safety document for the site ("EHS Plan") SPL will provide Supplier with a copy of the EHS Plan. Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the EHS Plan, which SPL may produce, as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors contracted to perform the Services commit themselves to the EHS Plan and its updates.

23.10 In addition to any other rights SPL may have, in the event of Supplier's material or repeated failure to comply with the statutory or contractual health and safety provisions, including the provisions of this Clause 23 and the provisions of the EHS Plan, after providing Supplier with a reasonable time period within which to remedy the failure, SPL may terminate the Contract without any liability whatsoever.

24. **ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS, HEALTH AND SAFETY**

24.1 If Supplier delivers Products, substances of which are set out in the so-called "List of Declarable Substances" ([www.bomcheck.net/suppliers/restricted-and-declarable-substances-list](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list)) applicable at the time of the order or which are subject to statutory imposed substance restrictions and/or information requirements (eg REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) no later than the date of first delivery of the Products. With respect to statutory imposed substance restrictions, the foregoing shall only apply to laws that are applicable at the registered seat of Supplier or SPL or at the designated place of delivery requested by SPL.

24.2 If any delivery contains Products, which - according to international regulations - are classified as dangerous goods, Supplier will inform SPL of that in a form agreed upon between Supplier and SPL, but in all cases in writing no later than the date of order confirmation.

24.3 Without prejudice to the generality of Clause 3, Supplier shall provide to SPL in writing all data, instructions and warnings as are required to comply with Applicable Laws relating to health, safety and the environment in relation to the Products and/or Services).

25. **MISCELLANEOUS**

25.1 Supplier hereby assigns and agrees to assign all IPR in the work carried out under the Contract to SPL absolutely. Any future-assignable IPR shall vest in SPL on creation.

25.2 The Supplier may not sub-contract or assign the whole or any part of the Contract, without prior written consent of SPL. If consent is obtained, the Supplier (i) is not relieved of any of its obligations under the Contract and (ii) shall procure that any permitted sub-contractor complies with all relevant provisions of the Contract. Actions and omissions by a sub-contractor shall be treated as if committed or omitted by the assigning party. SPL may refuse, or attach conditions to giving, its consent.

25.3 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 25.3 shall not affect the validity and enforceability of the rest of the Contract.

25.4 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 25.5 Supplier shall at SPL's request execute any documents and take any reasonable steps needed to confirm, or permit the exercise by SPL of, the rights granted to SPL in the Contract.
- 25.6 All notices must be in writing and sent to the address or fax number set out in the Contract. They may be delivered by hand, or by first class post or by facsimile and shall be deemed to have been served: (i) if by hand, at time of delivery, (ii) if by first class post, two (2) working days after posting, and (iii) if by facsimile, on the date printed on the facsimile advice note produced by the sender's machine.
- 25.7 Nothing in the Contract is intended to, or shall:
- 25.7.1 be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way; or
- 25.7.2 oblige SPL or the Administrators to discharge any obligations of SPL which arise prior to appointment of the Administrators as administrators of SPL, or which is an unsecured obligation of SPL.
- 25.8 Supplier shall not be entitled to assert as against SPL or the Administrators any claim to a lien whether any lien in favour of Supplier arises under this Contract or otherwise.
- 25.9 Any obligation of Supplier in this Contract which is in favour of and/or owed to SPL shall also constitute an obligation in favour of and/or owed to the Administrators.
- 25.10 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it other than the Administrators, any member of the Administrators' firms or any servants, agents or advisors of the Administrators.
- 25.11 All conditions, warranties and liabilities on the part of the Administrators whether express or implied by statute or otherwise are excluded. Supplier acknowledges that the Administrators are acting as agents of SPL and without personal liability and that neither the Administrators nor their firm shall incur any personal liability (if any) under this Contract or with regard to any matter in connection with it.
- 25.12 Supplier shall indemnify SPL and the Administrators from and against any losses, damages, liability, costs (including legal fees) and expenses which SPL or the Administrators may suffer or incur directly or indirectly from Supplier's breach of any of its obligations under this Contract.
- 25.13 The Contract and any disputes or claims arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law. The courts of England shall have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract.