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Conditions form part of the Contract between SBPG and Supplier for the supply of the Products and/or Services DEFMITIONS AND INTERPRETATION

means all Applicable Laws that relate to anti-bribery and/or anti-corrupton, including the Bribery Act 2010.
means (i) laws (including satules, satulory instruments, bye-laws and EU regulations), (iii) orders rules, policies, codes of conduct, guidance and directions made by government or regulatory bodies, whether or nothawing the force of law, and (iii) industrystandards andgood engineering and commercial practices (including relevant British Standards, ISO

standards and European Standards i from time to time in force, means any of the charges and/or fees, which are set out in the applicable Contract means here SEPG standard terms and conditions of purchase, means a contract

means:
(a) the Data Protection Act2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2013;
(b) the General Data Protection Regulation ((EU) 2016679) ("GDPR"), until such time as thinght cease to apply in the UK and (c) to the extent applicable, any legislation ratifying or otherwise a depting the GDPR in the UK, and any applicable associated or supplementary data protection laws or regulations, codes of practice and other guidance is sued by any supervisory authority each assuppleated, amended or replaced from time to time.

means in relation to any company that company and everyor their company which is from time to time a subsidiary or holding company or a subsidiary of any such holding company (and the terms "subsidiary" and "holding company" shall have the meanings given to the metry such solid protection and the such as the subsidiary of the such as the subsidiary of the such as the subsidiary of the such as the such as the subsidiary of the subsidia "IPR medits any materials derived from such materials) or SSPC (and any materials derived from such materials) means fability which his recoverable at lew and which har resources and the contract, whether in contract, bort, misrepresentation, resitution, under statute or means fability which his recoverable at lew and which hards and the contract in each case or means fability or means fability or defector delay in performance of any party's obligations under the Contract, in each case

means lability which is recoverable at law and which arises outdor in connection with the Contrad, whether in contrad, brt, misrepresentation, resimulon, under satulte or otherwise, including any liability arising from a breach of, or a failure to perform or defector delay in performance of, any party's obligations under the Contrad, in each case howsoever caused including (caused by negligence or caused by a deliberate and/orrapudatory breach by that party, means any practice that amounts to (a) slavely 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) borred or compusorly about (asclefined by the himmantal Labout Organisation's Forced Labout Convention 1930(No. 29) and Protect) (c) human trafficking or (d) the arranging or facilitation of the travel of another personwith a view to hat person being exploited.

Protection (in the protection of the "Products" "Purchase Orde

means no Sersa purchase order and any documents incorposated by express reference in that Purchase Order.

means any requirement of SEPG for the Products and/or Services which are identified as such in the applicable Purchase Order and/orany tender request which is proposed by "Requirements intensis any requiremental deed for the Products and/or services with rate declined as south in the applicable Put chase Order and/orlary letting they are seen that the services described in the Purchase Order including any applicable documentation.

means the SBPG company stated in the Purchase Order.

means the SBPG company stated in the Purchase Order.

means the manufacturer's published specification for the Products or Services, or any other specification as identified within the Purchase Order, or as signeans any software which is complisted in challed in the Products and/or Services, and its related documentation.

means any solware which is compressor included in the Products almost pass-whee, and its related obcumentation, means the person referred to on the Euc of the Purchase Orderto whom the PurchaseOrderts is sued means the combination of Services and/or Products which is to be provided by Supplier to SEPG under the Contract. Under the Contract which is to be provided by Supplier to SEPG under the Contract which is contract which is to be provided by Supplier to SEPG under the Contract of the Products and/or completion of the Services. In the case of deliveries of Products and/or Contract is blocations which have not SEPG premises, the Warrany Period shalf instead begin when the Products and/or Service is accepted by the end customer for on the date one year after fellevery, if earlier).

1.2 1.2.1 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 references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reterence to a replaced; references to a 'person' shall include any individual, firm, company or other body carposte, governmental general governmental agency, sub-division or authority, or any business trust, estate, trust, joint venture, associated from the case of SBPG all companies ultimately controlled (directly orindirectly) by SBPG AG; 'controllinean the ability to direct the afters of another whether by virtue of contract convenship of shares or otherwise; and the words "including" and "include" shall be construed as 'fibilities directly and include shall be construed as 'fibilities directly and include shall be construed as 'fibilities or order of precedence shall be: the development of the Controllinean order (order of precedence shall be: any masters set out in the Purchase Order under the heading "special terms and conditions". 122 14.2 123 124 125 13 131 132 133 15. 15.1 15.2

LICATION

Contract constitutes the whole and only agreement between the paries relating to the Products and/or Services and supersedes any previous agreements, arrangements and understanding srelating thereto. The tract shall not be varied otherwise than by an instrument in writing signed by each of the paries specifically recting that it amends the Contract.

Purchase Order for Products and/or Services by SePS for som spipel is rhall be deemed to be an offer by SEPS to but the Products and/or Services on the terms of the Contract which shall be deemed accepted on sartier of Supplier (i) expressly givingnotice of acceptance or (ii) tillling the Purchase Orderin whole or part.

There is no conditions endorsed upon, deliveed or contained within Supplier squations, acknowledgment or acceptance of the Purchase Order or any other document is suid by or for Supplier shall form part of the tract and Supplier waives any right which it might otherwise have been by one such terms and conditions.

See Conditions shall apply be all SePS (purchases to most pupiler, unless Supplier and SePS Chave entered into a tramework agreement shall be teated as special terms and conditions for the purchase Order. 2. 2.1 22

Intest Continuous stress apply or a consequent shall be treated as special terms and conditions for the purposes of Clause 1.3.

QUALITY AND DESCRIPTION

The Supplier shall ensure that the Products shall:

conform in all respects with the Contract (including as to the quantity, quality, description and any othermaters specified in the applicable Purchase Order);

be true from defects in design, materials and workmanship and remain so for the duration of the Warranty Period; be free from defects in design, materials and workmanship and remain so for the duration of the Warrary Period;
be of satisfactory quality (within the meaning of the Sate of Goods Act 1979);
be of satisfactory quality (within the meaning of the Sate of Goods Act 1979);
be fit or any purpose held out by Suppler of made known to Supplier by SBPG and in this respect SBPG relies on Supplier's skill and judgment,
conformation and special conformation and the satisfactory of the Products.
Comply with all Applicable Laws relating to the Products, including the manufacture, labelling, packaging sorage, handling and delivery of the Products.
In providing the Services, the Supplier shall.
In providing the Services, the Supplier shall shall be serviced and comply with the instructions of SBPG;
perform the Services in a proper, diligent and skillul manner in accordance with the Conformact
will be a proper discontance with the Conformact
ensure that the Services conform with all descriptions, standards, Specification or Requirement and that the deliverables of the Services shall be fittor any purpose held out by Supplier or made known to Supplier by
ensure that the Derivices are fore the conformance of the Services and complete services are fore delivered to the services and complete services are fore delivered to the services are fore the services and complete services are fore delivered to the services and complete services are fore delivered to the services are fore services and complete the services are fore delivered to the services are fore delivered to the services and complete the services are fore delivered to the services are fore delivered to the services are fore delivered to the services are fore services and complete the services are fore services are fore services and complete the services are fore services are fore services and complete the services are fore services and complet 3.1.5 3.1.6 3.2 3.2.1 3.2.2

3.2.3

ensure that the Services conform with all descriptions, standards, Specification or Requirement and that the deliverables of the Services shall be liftor any purpose held out by Supplier or made known to Supplier by SBPG; ensure that the output of the Services are free from defects in design, materials and workmarship and remains or fir the duration of the Warrarty Period; provide all equipment, bots, vehicles and such other such items as are required to provide the Services; 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 SBPG, will be free from defects in workmanship, in stallation and designed and services, and some particles of the Services; obtained and selection of the Services or transferred to SBPG, will be free from defects in workmanship, in stallation and extensions and selections and consense with in may be required to the Parvices of the Services.

Obtained the selection of the Services or transferred to SBPG, will be free from defects in workmanship, used to the Services or transferred to SBPG, will be free from defects in workmanship and selection of the Services or transferred to SBPG, will be free from defects in workmanship and selection of the Services or transferred to SBPG, will be free from defects in workmanship and selection of the Services or transferred to SBPG, will be free from defects in workmanship and selection of the Services or transferred to SBPG, and not defect the Services or transferred to SBPG, and not defect the Services or transferred to SBPG and not defect the Services or transferred to SBPG and not defect the Services or transferred to SBPG and not defect the Services or transferred to SBPG and not defect the Services or transferred to SBPG and not defect the Services or transferred to SBPG and not defect the Services or transferred to SBPG and not defect the Services or transferred to SBPG and not defect the Services or transferred to SBPG and n 3.2.1

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SBPG' premises.

Suppler represents and warrants that use by SBPG of the Products and/or the Services will not infringe any third party's IPR.

Suppler shall inspect and test the Products and Services for compliance with the Contract prior to delivery. Suppler shall give SBPG (or SBPG' representatives) such access to its premise sand facilities as SBPG may reasonably request to verify its compliance with the Contract, including to inspect and/or test the Products and/or the Services at any stagebefore delivery.

Suppler shall if requested, supply SBPG with such certificates of origin and/or testing as SBPG may require. Such certificates must state the relevant Purchase Order numbers together with anytier DEFECTS AND REJECTION.

In teleprocessor of the Defect. Services of the Defect of 4.3.1 4.3.2 4.3.3 4.3.4

4.3.5

being notified of the Defect.

If within nitry (30) days of notification the Defecthas notbeen remedied by Supplier to the reasonable satisfaction of SBPG, without prejudice to SBPG other rights and remedies under the Contract, SBPG and a project in whole or in part any Products and/or Services supplied under the Contract of Contract whole or in part any Products and/or Services supplied under the Contract and the Contract of Contract whole or in part any Products and/or Services supplied under the Contract of Contract and Contract of Contract and Contract of Contract of Contract and Contract of Contract and Contract of Co

ELMERY AND RISK
doubts and Services shall be delivered on the dates, at the rates, and at the places specified in the Contract. Packaging, transportand other cost of delivery shall be included in the price unless otherwise expressly ted in the Purchase Order. If no place or delivery date is specified Products and/or Services shall be delivered to the registered address of SBPG and delivery shall take place within 14 days of the date of the richase Order. SBPG many delay or alter such dates and places by giving Supplier reasonable withen notice. Early delivery is not permitted except as provided in the Purchase Order. Delivery shall be complete on loading of the Products at the delivery location. 5.3

Purchase Order. SBPCs may delay or alter such dates and places bygiving Supplier reasonable witten notice. Early delivery is not permitted except as provided in the Purchase Order. Delivery shall be complete or unloading of the Products at the delivery to call the Products at the delivery to call the Products are on the delivery order of performance, its hall promptly notify SBPCs. For the avoidance of doubt, failure to deliver or performance, its hall promptly notify SBPCs. For the avoidance of doubt, failure to deliver or performance, its hall promptly notify SBPCs. For the avoidance of doubt, failure to deliver or performance, its hall promptly notify SBPCs. For the avoidance of doubt, failure to deliver or performance, its hall promptly notify SBPCs. For the avoidance of doubt, failure to deliver or performance, its hall promptly notify SBPCs. For the avoidance of doubt, failure to deliver or performance, its hall products are to be delivered or the Services are to be performed by a constant of the products are be delivered or the services are of the performance in the products are because of the performance in the products are because of the performance in the products are because of the products and the performance in the products shall be packed so as to reach the places of delivery undamaged and in good condition. Supplier shall ensure that all Products are nearly of the delivery or products delivered the level of the products of the delivery or products delivery or products delivery or products delivered to the products shall all sobe provided.

Supplier shall prior to their delivery provide as performed by a constant of the services and the precaucity of the services and the precaucity of the products of the products is to be doubt the supplier in the products of the products of the performed by a constant of the products of the performance in the products of the performance in the products of the performance in the performanc

b SBPC, and (iii) delivery will transfer life to the Products to SBPC, free from all charges, encumbrances and other adverse rights.

Acceptance of delivery and transfer life to the Inorquicts of SBPC, free from all charges, encumbrances and other exceptance of delivery and transfer of the shall notifying but of sector otherwise seek remedes under the Contract Supplier acknowledges that the Products or Services may be sidd on by SBPG (as such or as part of other goods services) and represents andwarrants that SBPG will be able to transfer good life to its customer.

VARIATION OF SERVICESEM CODILICTS

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corto.
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 instruded to do so by 7.2

The implementation or rany variation to the Services and/or Products shall be subject to the written agreement of the parties. Supplier shall not undertake any such variation sunless specifically instructed to do so by SBPO.

PRICES AND PAYMENT

All prices shall be a stated in the Contract. The prices are fixed and included elivery and all other charges which shall not be adjusted save as provided for in the Conditions. No variation in the price nor extracharges shall be accepted. SBPOs Prices do not include VAT, which shall be added by Supplier at the rate and in the manner from time to time prescribed by Jaw.

shall be accepted by SBPOs Prices do not include VAT, which shall be added by Supplier at the rate and in the manner from time to time prescribed by Jaw.

shall be accepted by SBPOs Prices do not include VAT, which shall be added by Supplier at the rate and in the manner from time to time prescribed by Jaw.

shall be accepted by SBPOs Prices do not include VAT, which shall be added by SBPOs Prices and the sha 23.9 8.2 8.3

24.2 HTSOF USE
piler hereby grants to SBPG, or shall procure the direct grant to SBPG of, a fully paid-up, worldwide, non-exclusive, roy ally fee (except as expressly stated in the Purchase Oxien') perpetual and revocable liceroa;
copy, modify and use the Products and Services, including related documentation and for the avoidance of doubthe Seobavare, for the purpose of receiving and using the Products and or size in a size in the size in

products/services.

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 roy ally-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 (GPU), the GNU Lesser GPU, (LGPL), the BSD License, the Apache License and the MIT License.

If the Products and Services delivered by Supplier contain opensource software. Supplier must deliver to SBPG in accordance with the Purchase Order (but at the latest with the delivery of the relevant Product and/or 9.2 25.3 9.3

the source code of the relevantopen source solware, insofar as the applicable open source ilcencer equires the detadosure or this source counce as a chedule of cellap open source files used, indicating the relevantificence and industries a complete text of such licence and a written declaration that through the intended use of the open source solware neither the products of Supplier nor the products of SupPower nor the 9.3.2 9.3.3

9.5 9.6

source software results or would result in a Copylet Ellect, SBPG may terminate the Contract within thirty (30) days of being notified or becoming aware of such information withoutcest (and shall be entitled to a full resulted of any advance payments made).

Supplier shall supply. SBPG with all updates of the Software and this Clause 9 shall apply to all such updates.

Supplier shall supply. SBPG with all updates of the Software work of a contract within an escrow account such technical advice, assistance, data and documentation, including source code wherenecessary, to enable SBPG to maintain the Software. Where the information is held within an escrow account such technical advice, assistance, data and documentation, including source code wherenecessary, to enable SBPG to maintain the Software. Where the information is held within an escrow account such technical advice, assistance, data and documentation, including source code wherenecessary, to enable SBPG to a maintain the Software. Where the information is held within an escrow account such technical advice, assistance, data and documentation, including source code wherenecessary, to enable SBPG to a source shall not be disposed of the analysis of the contract of the events listed in the such advanced to the such 10.2

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Transforn means (i) any information obtained from SBPG (including information within or available from examination of Issued Material), and (ii) the terms of the Contract and information regarding SBPG of the Contract.

the performance for SBPG of the Contract.

Supplier shall keep all Information confidential and secure and notuse it (except to perform the Contractor to the extentas may be required by law, a court of competently inside toon or any governmental or regulately authority) or make it available to any person except to the extentitis (i) already general knowledge or (ii) lawfully obtained by Supplier install keep confidential and secure all is susted Material.

Supplier shall keep confidential and secure all is susted Material.

Supplier shall for installow its entractor (i) make it available to any interior available to available to any interior available to any i 11.2 11.3 11.4

11.5 ni mining.
Supplier shall notwithout SBPG' written consentmake known that Supplier supplies or has supplied Products or Services to SBPG.
NDEMNITY 12.1

NDEMITY
Suppler shall, at all times during and after the term of each Contract indemnity, keep indemnified and hold harmless SBPG (and members of SBPG' Group) against all claims, demands, actions, proceedings, losses, damages, costs and expenses (including all legal less reasonably incurred by SBPG) in relation to any intringment or alleged intringement of any third party. PR suffered by SBPG as a result of SBPG' use or possession of any element of the applicable Supplier's Solution which has been provided to or otherwise made available to use by SBPG pursuant to the applicable Contractandor any related documentation or any part of them (TRR Claim), provided that
SBPG notifies the Supplier in wrifing of any IPR Claim;

SBPG allows the Supplier to account and applied to a supplier for such that the Supplier reasonable assistance, each at the Supplier's cost regarding the IPR Claim; and SBPG allows the Supplier or souther admits a supplier for such as supplier for such as the Supplier such as the S

applicable Contractand SBPG shall have the same rights in respectibilities it would have had underflose dauses had he references to the date of this licence been references to the date on which such modification or replacement rives made.

Notwithstanding the foregoing, the Supplier will not be liable to SBPG under the above indemnity if and to the extent that either.

Notwithstanding the foregoing, the Supplier will not be liable to SBPG under the above indemnity if and to the extent that either.

Solution in combination with; or

SBPG modifies any element of the Supplier's Solution and such infringement would not have occurred butfor such modification.

Supplier shall consider and defend any IFR Claim diligently using competent Courselandin such a way as not to bring the reputation or good name of SBPG into dis repute.

Supplier shall consider and defend any IFR Claim diligently using competent Courselandin such a way as not to bring the reputation or good name of SBPG into dis repute.

Supplier shall consider and defend any IFR Claim diligently using competent Courselandin such a way as not to bring the reputation or good name of SBPG into dis repute.

Supplier shall consider and defend any IFR Claim diligently using competent courselandin such a way as not be bring the reputation or good name of SBPG into dis repute.

Supplier shall consider and defend any IFR Claim diligently using competent courselanding for vitine consent (not to be unreason) by withheld or delayed.

If at any time an IFR Claim is made, but without prejudice to the indemnity described in Clause 12.1, Supplier may, attis own expense and sole option, either: procure for SBPG for ingith to continue using the relevant part of the Supplier Solution and any related documentation, or 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.

Solution.

If Supplier ledics to modify the item(s) or to supply substitute item(s) under Clause 12.6.2 or to procure alicencein account of Clause 12.6.1 but this has not avoided or resdwedthe IPR Claim, SBPG may return the Supplier Solution and any related documentation to the Supplier and, without predicted to the indemnity setout in Clause 12.1, ISBPG does so, Supplier shall refund in full all Charges paid by SBPG under the applicable Contract and be liable for all reasonable and unavoidable costs of substitute items pursuant to the terms of the applicable Contract.

LABELITY

LABLITY
The parties agree that there is no exclusion or limitation of liability for:
death or personal injury caused by its negligence (including that of its employees, subcontractors or agents);
any liability pursuant to section 12 of the Sale of Goods Act 1979;
any liability pursuant to section 2 of the Supply of Goods and Services Act 1982;
any liability pursuant to section 2 of the Supply of Goods and Services Act 1982;
any liability pursuant to section 2 of the Supply of Goods and Services Act 1982;
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any liability pursuant to section 2 of the Supply of Goods and Services Act 1982;
any liability pursuant to section 2 of the Supply of Goods and Services Act 1982;
any liability pursuant to section 2 of the Supply of Goods a

under the Contract for a wild 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 13.1.5 13.1.6

to a will default of that party under the Contract (being a malicious intention to do an activity might default of that party under the Contract (being a malicious intention to do an activity might default of the Contract (but excluding any damage to property), will be capped in the aggingate at One hundred per cert (100%) per cent of the Charges under the relevant Contractor One million pounds (£1,000,000) whichever is the greater;

Supplier's maximum aggregate Lability arising out of or in connection with the Contract (bit be limited to Five million pounds (£5,000,000);

SBPG' maximum aggregate Liability arising out of or in connection with the Contract will be limited to Five million pounds (£5,000,000);

SBPG' maximum aggregate Liability arising out of or in connection with the Contract will be limited to One hundred percent (100%) of the Chargesthatare setout in the relevant Contract excluding any liability for any unpaid Charges and expenses.

Without prejudice to Clause 13 2 nothing in the Contract will operate to exclude or restrict Supplier's Liability to SBPG (including in respect of SBPG Group) under:

Clause 11 (Contract Will be Internace).

Clause 11 (Confidentiality);
Clause 12 (Intellectual Property Rights Infringement);
Clause 18 (Data Protection); and

Clause 18 (Date Protection); and "any fines, including, expenses imposed by a courtor a regulatory authority that arise as a result of any trelevant regulations by Supplier or any of its contractors or sub-contractors.

Any Lability of a party that falls within any head of loss referred by 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 relation to the Contract.

This Clause 13 states each party 's bital Liability in respect of their respective relegions to the Contract.

This Clause 13 states each party 's bital Liability in respect of their respective relegions to the Contract.

The financial immits sector in this Clause 13 are, in relation to the Contract of the Contract FORCEMAJEUR:

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 resconding to commotion, malicious damage, epidemic, explosion, fire, flood or earthquake.

If supplier or SBPG is prevented from performing its obligations under the Contract by a Force Majeure evert which continues for more than thirty (30) days, SBPG may at its option terminate the Contract, defer the Anth-SLAVERY

Each 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 rescondendations of the commotion, malicious damage, epidemic, explosion, fire, flood or earthquake.

If supplier or SBPG is prevented from performing its obligations under the Contract by a Force Majeure evert which continues for more than thirty (30) days, SBPG may at its option terminate the Contract, defer the Anth-SLAVERY

Each party shall be liable tompty with the Modern Slavery Act 2015.

Supplier will:

Suppler will:

Notengage in any Modern Slavery Practice and
Comply with its own Ant-Slavery policy stall times.

Suppler will promptly upon becoming aware, give written notice to SBPG upon a breach of any of its obligations referred to in Clauses 15.1 or 15.2 of these Conditions occurring where such breach directly the Services provided pursuant to a Purchase Order.

Any breach of this Clause 15 of these Conditions shall be deemed a material breach of the Contract, which is not capable of remedy.

ANT-BREER'N AND CORRUPTION

comply with all applicable Anti-Bribery Laws;
maintain in place, for the term of the Contract its own policies and procedures, including, but not limited to, adequate procedures to ensapropriate;
notlofer, promise, give, request agree to receive, receive or accept a bribe or financial or other advantageor commitany corruptact,
notlog or ormit to do any actor thing which consitutes or may constitute an offence under Anti-Bribery Laws;
notlog or ormit to do any actor thing which causes or may causathe the practy or any other member of the other party; Sepuip to the practy or any other presents of the other party is despited members.

notido or omit to do any actor thing which constitutes or may constitute an offence under shaft-Bribery Laws, and will embror the notido or omit to do any actor thing which constitutes or may constitute an offence under shaft-Bribery Laws, notido or omit to do any actor thing which constitutes or may constitute an offence under shaft-Bribery Laws, notido or omit to do any actor thing which constitutes or may constitute that the causes of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the cause of the offence party and sould be the preached and the offence of the offence party and sould be the preached and the offence party and sould be the preached and the offence party and the party of the offence party and the p

hasurances?; employer's liability insurancefor a minimum amount of cover of £10,000,000 (Ten million pounds sterling) on a single eventor's eriesof related events in a single calendar year property damage insurance for a minimum amount of cover of £5,000,000 (Five million pounds sterling) or a single eventor or siesof related events in a single calendar year; professional indemnity insurance for a minimum amount of cover of £1,000,000 (Ten million pounds sterling) on a single eventor or siesof sortelated events in a single calendar year; and pubble liability insurance for a minimum amount of cover of £10,000,000 (Ten million pounds sterling) on a single eventor or series of related events in a single calendar year; and pubble liability insurance for a minimum amount of cover of £10,000,000 (Ten million pounds sterling) on a single eventor or series of related events in a single calendar year; and

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 calendary set; and any other insurances shaft Supplier is required by Applicable Lawto maintain.

Supplier shall, or request, provide SBPG with subble evidence shaft 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.

It, at any time during the term of the applicable Contract or during the period of six years blowing termination or expiry of the applicable Contract (how sever occurring), Supplier is unable to provide SBPG 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. SBPG is hall be entitled to purchase pidose of insurance ("Replacementarycances") to cover the risks with the Required insurances are insurances are insurances. The required insurances are insurances are insurances are insurances and any other costs reasonably related to SBPG arrangement of the Replacement his variances.

DATA PROTECTION 17.3

DATA PROTECTON

For the purpose of this Clause 18, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Process" have the same meaningsas in the Data Protection Legislation.

Each party, agrees to comply with all applicable Data Protection Legislation in respectofits obligations under the Cortract.

The parties acknowledge and agree that Supplier shall be a Data Processor and SBPG shall be the Data Controller in sepectofial SBPG. Personal Data and Supplier agrees to comply with and be bound by the provisions estolutin the Data Processing Addention and each relevant Purchase Order when carrying out the Services and at all times when Processing SBPG Personal Data. 18.2 18.3

cts or Services suppliedunder the Contract require SBPG to have any permitor licence from any governmental or other regulatory authority the Contract shall be deemed conditional upon such per aggranted 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 SBPG.

TERMINATION
SPG may terminate his Contract with immediate effect by notice in writing to Supplier it.
Supplier is in material breach and, in the case of breach capatite of remedy, halls 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, SPG may terminate the Contract immediately:
Supplier is unable to pay its debts as they become due, ceases or threatens to cease business, or commits an actoff not wency, barkruptey, or for a third party takes action for it to go into liquidation unless this is to reconstructor merge the company, or fan administration, administration, administrative receiver, receiver or manager is apportised of any folding analogous but not of bose events occurs in any jurisdiction; in the reasonable opinion of SPG adversely affects the position, rights or the special solidity to perform its obligations under the Contractor there is a change in control of Supplier, which in the reasonable opinion of SPG adversely affects the position, rights or the special of SPG.
SPG may terminate this Contractation is time to convenience on givingninety (90) days written notice to Supplier.
On termination of the Contracts SPGSP challe entitled to have delivered to fall finished Products manufactured by Supplier, and all work in progress, at the date oftermination. If termination is effected pursuant to Clauses 20.13, 20.14 or 20.2 SPG shalle entitled to have delivered to fall finished Products manufactured by Supplier, and contractor such that the special such that the date of the remains of the Contractor such to foot accuration the osciolations.

Clauses 20.1.3, 20.1.4 or 20.2, SBPG shall pay Supplier he price of all such hinkhed Products and a fair and reasonables um in respect of all such workin progress. This shall be Supplier's sole and exclusive remay in the event of the Contract pursuants those clauses. In any of the circumstances under which SBPG may terminate the Contract, shall be supplier to suit its other obligations under the Contract. Any partial termination will lead to a reduction in the Charges.

Termination of this Contract (however arising shall not affect for prejudice (i) the continuance in force of rights of tuse pursuant to Clause 9 (Rights of Use) Clause 11 (Confidentiality), Clause 12 (Indemnity), Clause 12 (Indemnity), Clause 25 (Jurisdiction and Governing), and in the parties accruedprior to termination.

During the period from the giving of any notice to terminate until the data thirty (30) days after termination or explay of the Contract Supplier will provide reasonable assistance to SBPG to effect a smooth termination and/or transition of the supply of the Products and/or Services to an alternative supplier (or in-house) (independent of the SBPG and supplier shall when the Products and/or Services to an alternative supplier (or in-house) (independent of the SBPG and supplier shall when the Products and or SBPG and supplier shall when the Products and or SBPG and supplier shall when the Products and or SBPG and supplier shall when the Products and of SBPG and supplier shall when the Products and or SBPG and supplier shall when the Products and of SBPG and supplier shall when the Products and of SBPG shall with the Products and of SBPG shall with which the Products and supplier shall be payable by SBPG within thirty (30) days of freeept SBPG shall return all Supplier retains and any Products or other deliverables, which havenotheen submitted (30) days of termination of the Contract.

FCONDUCTFOR SUPPLIERS:
stallcomply with the Caloin Energy Code of Corductfor its suppliers (available atwawcalonerergy.com<sup>1</sup>). Without limiting that obligation, Supplier shall (i) comply with the laws of all applicable legal system) to the subjectmate 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 temployees or in any use of child labour.
For Supplier will lake responsibility for the health and saley of the semployees, Supplier will lact in accordance with the applicance without any subject on the contraction of the suppliers.
For Supplier will lack responsibility for the health and saley of the semployees, Supplier will lact in accordance with the applicance of the interest of the accordance of

sub-suppliers to take equivalent security measures

EXPORT CONTROLAND FOREIGN TRADE DATA REGULATIONS

Suppler shall comply with all applicable export control customs and to reign trade regulations (Foreign Trade Regulations). Supplier shall advise SBPG in writing within two weeks of receipt of any Purchase Orderand in case of any changes without undue delay—any information and data required by SBPG to comply with all Foreign Trade Regulations is assert assert

HEALTH AND SAFETY
Withoutprejudice to the generality of Clause 3. Supplier shall comply with all Applicable Laws relating to health and safety and use its bestendeavoursto (a) minimise and if possible eliminate hazards for the health and safety of the personnel employed by Supplier and Supplier's director indirect subcontradors for the personner of the Services ("Pleanner") and (b) to ensure that no persons who are on the work site, including Personnel, 1987's personnel and visitors, suffer any injury. Supplier shall growing with all SBPO's (and off to site owners's procedures, policies and requirements, and revisions the services, supplier's hall growing the same. Before the commencement of the Services, Supplier shall growing in standards and the same sures to minimise and if possible eliminate suchhazards.
Supplier shall ensure that all Personnel (a) are competent to undertake the work by reason of training and/or experience (and the Contractor shall provide documentary evidence of such experience and training and requested), and (b) take partin any SBPO site-specific safety training and receive the appropriate personal provision equipment the supplier shall growing that such equipments is maintained in good working odder at all times.

SBPO (reserves the right attas sole discretion, to bar any Personnel from the site and/of to suspend the execution of the Services suchly, hall and safely reasons, at any time without any liability arranged by SPO from time by the contractor of the Services story.

SBPG reserves the right atils sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Services for security, health and safely reasons, at any time without any liability supplier shall appoint a competent person as its representative to re-revisions to the provisions of the services county to the provisions of the services county to the services count to the services county to the services of the SPG may to the services county to the services of the SPG may to the services of the SPG may to the services of the

the designated place of delivery requested by SBPG,
If any delivery contains Products, which – accordingto international regulations – are classified as dangerous goods, Supplier will inform SBPG of that in a form agreed upon between Supplier and SBPG, but in all is a livership no later than the date offorder confirmation, under the date of the date of

IEOUS by assigns and agrees to assign all IPR in the work carried out under the Contracto SBPG absolutely. Any future-assignable IPR shall vest in SBPG on creation. 

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

ion or part-provision of the Contract is or becomes in walk, illegal and enforce eighe. It such modification 
is, 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 
contract.

remedy provised underther Contractor by awas hair not considue a wave of or hair or any other right or remedy, nor shall preventor restrict any time of exercise of shall preventor restrict any time of exercise of shall preventor restricts by time of exercise of shall or any other right or remedy. See The shall as SEPG in the right or remedy is granuled to SEPG in the Contractor by laws half preventor restricts by time or any other right or remedy. See The shall have been served in the contracts or that numbers of the wave time and shall be deemed to have been served; (i) if by hard, at time of delivers, (ii) if by first class post or by the standard shall be deemed to have been served; (ii) if by hard, at time of delivers, (iii) if by first class post or by the standard shall be deemed to have been served; (ii) if by hard, at time of delivers, (iii) if by first class post to be deemed by the standard shall be dee author's to act as agent for, or to bind, the other party in any way.

The Parties to his Contraction chinden that any more from Contractivilible enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.

The Contractand any disputes or claims arisingout 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 Englands a shall have exclusively including the present partial disputes or claims arising out for it in connection with the Contract.