

HARGREAVES GROUP

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1 BASIS OF PURCHASE

1.1 In these Conditions, the following words shall have the following meanings:

"Anti-Bribery Laws" means any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any country applicable to the business transacted pursuant to the Contract or to the parties, including the Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977;

"Associated Person" means in relation to a party, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that party in any capacity and including third party service providers, employees, agents, subsidiaries, representatives and sub-contractors;

"Best Industry Practice" means that degree of skill, diligence, prudence and foresight which, as at the relevant time, would be reasonably and ordinarily expected from a skilled, experienced and reputable provider of services which are the same as or similar to the relevant Services required under the Contract, operating under the same or similar circumstances, using the best techniques and practices for any given process, seeking in good faith to comply with its contractual obligations and complying with applicable laws;

"Conditions" these terms and conditions for the purchase of Goods and/or Services;

"Confidential Information" means any and all information provided by either party under the Contract that is either (a) marked as being confidential and/or (b) any and all information or data disclosed (whether in writing, orally or in any other form, and whether directly or indirectly) by a party to the other party, that is of a type that may reasonably be considered confidential, including without limitation, the Order, any Specification, the existence of the relationship between the Supplier and the Purchaser and the terms of the Contract;

"Contract" means any contract between the Purchaser and the Supplier for the purchase of Goods and/or Services comprising:

(a) these Conditions (and any documents referred to herein);

(b) the Order, including any specific conditions thereon and documents referred to therein (if any); and

(c) the Supplier Questionnaire (where the Supplier Questionnaire has been completed by the Supplier);

"Control" means the power of a person to direct the affairs of another whether by virtue of ownership of shares, contracts or otherwise;

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "processing and appropriate technical and organisational measures" have the meaning given to them in the Data Protection Legislation;

"Correct Invoice" means a detailed invoice to be submitted by the Supplier to the Purchaser pursuant to Condition 5.1 setting out: (i) the Order number; (ii) full particulars of the Goods and/or Services to which the invoice relates; (iii) any discounts given; and (iv) any other information as may be requested by the Purchaser from the Supplier from time to time;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"Delivery Address" means such site to which the Goods are to be delivered and/or the Services are to be performed as notified by the Purchaser to the Supplier;

"Delivery Date" means the date on which Goods are to be delivered and/or the Services are to be performed under the Contract as set out in the Order or otherwise communicated to the Supplier by the Purchaser;

"Drug Testing Charge" means the standard charge applied by the Purchaser for undertaking the Drug Testing Procedure, as notified to the Supplier in advance of any Drug Testing Procedure taking place;

"Drug Testing Procedure" means the drug testing procedure implemented by and/or on behalf of the Purchaser in respect of persons engaged in the provision of Services at the Delivery Address;

"Goods" means any and all goods, articles or materials to be supplied by the Supplier to the Purchaser under the Contract and described in or by reference to the Order;

"Hargreaves Group" means the Purchaser and its subsidiaries from time to time and the ultimate holding company (if any) of the Purchaser and every other subsidiary of the same ultimate holding company (if any) from time to time (and "holding company" and "subsidiary" shall have the meaning given to them in section 1159 of the Companies Act 2006);

"Incoterms" means the International Chamber of Commerce's rules for the use of domestic and international trade terms set out in Incoterms 2010 (as revised and updated from time to time);

"Insolvency Event" occurs when:

(d) a resolution is passed or an order is made for the winding up of the other party (otherwise than for the purpose of solvent amalgamation or reconstruction); or

(e) the other party becomes subject to an administration order; or

(f) a receiver or administrator is appointed over the whole or part of the other party's business or any step is taken for the appointment of any such receiver or administrator; or

(g) an encumbrancer takes possession of any of the other party's property or equipment; or

(h) if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986; or

(i) if a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or

(j) the other party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

(k) the other party, being an individual or partnership, is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors; or (l) anything analogous to the events set out in sub clauses (a) to (h) occurs in any jurisdiction.

"Intellectual Property Rights" means any and all intellectual property rights protected under the law anywhere in the world, including without limitation, patents, designs, copyright, trade marks, know-how, technical information, rights in data and database rights (whether registered or unregistered or any applications for registration) whether now known or future;

"Loss" means any and all loss, damage, penalties, costs and expenses (including legal expenses and disbursements) arising from any and all liabilities, obligations, awards, actions, claims and/or proceedings whatsoever and howsoever caused or arising and

whether or not such losses were reasonably foreseeable at the time the Contract was made;

"Order" means the Purchaser's order form for Goods and/or Services;

"Personal Data" has the meaning given to it under the Data Protection Act 1998;

"Purchaser" means the relevant member of the Hargreaves Group as named in the Order;

"Purchaser Equipment" any plant or equipment supplied by the Purchaser to the Supplier to enable the Supplier to supply the Goods and/or Services;

"Purchaser's Raw Materials" any raw material supplied by the Purchaser to the Supplier from which the Goods which are the subject of the Contract are manufactured or in relation to which the Services are to be performed;

"Quotation" means the price offered by the Supplier to the Purchaser for the supply of Goods and/or Services;

"Services" means the services to be provided by the Supplier under the Contract as described in or by reference to the Order;

"Specification" means any specification for the Goods and/or Services which are (a) provided by the Purchaser to the Supplier; (b) agreed in writing between the parties; and/or (c) any plans, drawings, data or other information relating to the Goods and/or Services specifically produced by the Supplier for the Purchaser in connection with the Contract;

"Supplier" means the person, firm or company who supplies Goods and/or Services to the Purchaser under the Contract, as more particularly set out in the Order;

"Supplier Questionnaire" means the questionnaire prepared by a member of the Hargreaves Group and completed by suppliers of goods and/or services to members of the Hargreaves Group in order for such suppliers to be an approved supplier of goods and/or services to members of the Hargreaves Group and the terms contained, and documents referred to, therein; and

"Working Days" means a day (other than a Saturday, Sunday or public holiday) when banks are open for business in London.

1.2 In these Conditions:

1.2.1 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

1.2.2 the singular includes the plural and vice versa;

1.2.3 headings are for ease of reference only and shall not affect the interpretation or construction of these Conditions;

1.2.4 any list of examples following the word including shall be interpreted without limitation to the generality of the preceding words; and

1.2.5 references to Conditions are references to the conditions of these Conditions.

1.3 If there is any conflict between the provisions of, or documents forming, the Contract, the following order of prevalence shall apply:

1.3.1 firstly, these Conditions;

1.3.2 secondly, the Supplier Questionnaire (where the Supplier Questionnaire has been completed by the Supplier); and

1.3.3 thirdly, the Order and any specific conditions thereon and documents referred to therein (if any).

2 APPLICATION OF CONDITIONS

2.1 These Conditions shall apply to all Contracts for the purchase of Goods and/or Services from the Supplier pursuant to each Order placed by the Purchaser and are the only Conditions upon which the Purchaser is prepared to deal with the Supplier.

2.2 These Conditions may only be modified by a variation in writing signed by an authorised representative on behalf of the Purchaser and no other action on the part of the Purchaser (whether acceptance of the Goods or otherwise) shall be construed as an acceptance of any other conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of the Order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

3 FORMATION OF CONTRACT

3.1 Any Quotation shall be deemed to be an offer by the Supplier to the Purchaser for the provision of the Goods and/or Services on these Conditions. No Quotation shall be deemed to be accepted until the Purchaser places an Order with the Supplier in accordance with these Conditions.

3.2 When the Purchaser places an Order by fax, email or post, the placing of the Order by the Purchaser shall be deemed to be acceptance by the Purchaser for the provision of Goods and/or Services by the Supplier on these Conditions.

3.3 When the Purchaser places an Order by telephone, the Purchaser will send a copy of the Order to the Supplier by fax, email or post as soon as reasonably practicable after placing the Order and the Contract shall be deemed to be made on the earlier of:

3.3.1 receipt of the written Order from the Purchaser; or

3.3.2 any act by the Supplier consistent with fulfilling the Order.

4 PRICE

4.1 The price payable for the Goods and/or the Services shall be that stated on the Order and, unless otherwise stated, shall be:

4.1.1 exclusive of any applicable Value Added Tax (VAT) (which shall be payable by the Purchaser subject to receipt of a valid VAT invoice in respect of the same);

4.1.2 inclusive of any duties, imports, taxes or levies other than VAT; and

4.1.3 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the address designated in the Order.

4.2 No increase in the price may be made for any reason without the prior written consent of the Purchaser. The Purchaser shall not be responsible for any expenses, charges or price other than those set out in the Order.

4.3 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise granted by the Supplier to any third party or offered by the Supplier to the Purchaser, whether or not shown on the face of the Order.

5 TERMS OF PAYMENT

5.1 The Supplier shall submit a Correct Invoice on completion of delivery of all the Goods and/or performance of all the Services. Where the Contract is for both Goods and Services, the Supplier will invoice the Purchaser on the later of completion of the Services and delivery of the Goods.

5.2 The Purchaser will pay for the Goods and/or Services within the time period specified in the Order or, in the absence of such period being specified, within sixty (60) days of

the last day of the month in which a Correct Invoice is received. Time for payment shall not be of the essence for the purposes of the Contract.

5.3 Without prejudice to any other right or remedy to which it may be entitled, the Purchaser shall be entitled to withhold, or deduct by way of or otherwise set off any monies owing at any time to the Supplier against any monies due to the Purchaser from the Supplier or for the Supplier's breach of any Contract and whether either such liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

5.4 If there is any invoice which is in dispute (whether in whole or part), the Purchaser shall be entitled to withhold payment of the relevant invoice in full. The parties shall enter into good faith discussions to resolve such dispute.

5.5 If the Purchaser fails to make payment to the Supplier of any sums owed, the Supplier may charge interest to the Purchaser on such sums at a rate of two per cent (2%) per annum above the base lending rate from time to time of the Bank of England until such payment has been made. Interest shall not be payable on any unpaid sums under Conditions 5.3 and 5.4 above.

5.6 Payment of the price for the Goods and/or Services shall not constitute acceptance by the Purchaser of the Goods and/or Services.

6 DELIVERY

6.1 Subject to Condition 6.2, the supply of Goods and/or Services shall take place at the Delivery Address. Time shall be of the essence with regard to the Delivery Date.

6.2 Where an Incoterm is stated in the Order, the Goods shall be delivered in accordance with the Incoterm stated.

6.3 The Purchaser shall not be deemed to have accepted the Goods until the Purchaser has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.4 The Purchaser reserves the right to mark the Goods immediately upon delivery. This is undertaken for the purposes of security and the Purchaser shall not thereby be deemed to have accepted the Goods nor shall the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.

6.5 Upon delivery of the Goods the Supplier shall supply the Purchaser with all operating and safety instructions and other information as are necessary for the safe operation of the Goods.

6.6 The Purchaser shall not be obliged to return to the Supplier any packing materials for the Goods, whether or not any Goods are accepted by the Purchaser.

6.7 Without prejudice to any other right or remedy to which it may be entitled, if the Supplier fails to make delivery of the Goods and/or perform the Services by the Delivery Date, the Purchaser may exercise any one or more of the following rights:

6.7.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

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

6.7.3 to recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods and/or services from another supplier;

6.7.4 where the Purchaser has paid in advance for the Goods and/or Services which have not been delivered and/or performed by the Supplier by the Delivery Date, to have such sums refunded on demand; and

6.7.5 to claim any Loss incurred by the Purchaser which is any way attributable to the Supplier's failure to meet the Delivery Date.

6.8 If Goods are delivered to the Purchaser in excess of the quantities ordered:

6.8.1 the Purchaser shall not be bound to pay for the excess unless it so elects;

6.8.2 any excess Goods will be collected by the Supplier at its own cost and expense;

6.8.3 the excess Goods will be held, and remain at all times, at the Supplier's risk; and

6.8.4 no sum shall be due to the Supplier for the excess Goods and in the event that sums are or have been paid to the Supplier for the excess Goods, the Supplier shall repay such sums to the Purchaser immediately.

6.9 The Supplier shall not deliver the Goods by instalments without the Purchaser's prior written consent. Where it is agreed that the Goods may be delivered by instalments, they may be invoiced and paid for separately, however failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Purchaser to the remedies set out in Condition 6.7.

6.10 If the Goods are delivered before the Delivery Date, the Purchaser shall be entitled at its sole discretion to refuse to take delivery or to charge the Supplier for insurance and storage of the Goods until the Delivery Date.

7 DOCUMENTATION

7.1 The Supplier shall provide the Purchaser with such invoices, advice notes, delivery notes, statements and all such other documentation as may be requested by the Purchaser in connection with the Supplier's supply of the Goods and/or performance of the Services.

7.2 Without prejudice to the obligations of the Supplier pursuant to Condition 7.1, each delivery of Goods by the Supplier shall be accompanied by a delivery note specifying the Order number, the line number, the release line number, the Purchaser's part number, the means of transport, the weight, number or volume, a description of the Goods and the point and date of despatch of the Goods and any other information requested by the Purchaser. The Supplier shall be responsible for ensuring that such delivery note is signed by an authorised representative of the Purchaser or party authorised to receive the Goods on the Purchaser's behalf, but such signature is not, nor shall it be deemed to be, evidence of acceptance of the Goods or that the Goods are in accordance with the Contract.

8 RISK AND TITLE

8.1 Risk in the Goods shall pass to the Purchaser upon completion of delivery to the Purchaser in accordance with Condition 6 above or in accordance with any Incoterm stated by the Purchaser on the Order.

8.2 Title in Goods shall pass to the Purchaser upon delivery; unless payment or part payment for the Goods is made prior to delivery, when title in such Goods (and/or any materials purchased or allocated by the Supplier for the purpose of the Contract) shall, upon payment, immediately vest in the Purchaser.

9 WARRANTIES AND INDEMNITY

9.1 The Supplier warrants and represents to the Purchaser that the Goods:

9.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser, expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgment;

9.1.2 will comply with all statutory requirements and regulations and voluntary codes of conduct and industry standards relating to the manufacture, labelling, packaging, storage, handling, delivery and sale of the Goods;

9.1.3 will be free from defects in design, material and workmanship;

9.1.4 will comply in every respect with any and all applicable specifications, drawings, samples or descriptions provided (including without limitation any applicable Specification); and

9.1.5 the use thereof (including the use of any software incorporated therein) will not in any way infringe any Intellectual Property Right of any other person.

9.2 The Supplier warrants to the Purchaser that:

9.2.1 the Services will be performed by appropriately qualified and trained personnel, with due skill, care and diligence and in accordance with Best Industry Practice;

9.2.2 it will comply with all statutory requirements and regulations and voluntary codes of conduct relating to the provision of the Services;

9.2.3 it shall co-operate with the Purchaser in all matters relating to the Services and comply with all reasonable instructions of the Purchaser;

9.2.4 it shall ensure that the Services will comply in every respect with any and all applicable specifications, drawings, samples or descriptions provided (including without limitation, any applicable Specification);

9.2.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

9.2.6 it will not do or omit to do anything which may cause the Purchaser or any member of the Hargreaves' Group to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business or cause any such licence, authority, consent or permission to be suspended, revoked or made subject to conditions, and the Supplier acknowledges that the Purchaser may rely or act on the Services;

9.2.7 it has or will obtain prior to the commencement of the Services, any necessary licences, consents and permits required for the performance of the Services;

9.2.8 it shall co-operate with the Purchaser in all matters relating to and/or in connection with the delivery of Goods and/or performance of the Services;

9.2.9 it has full capacity and authority to enter into the Contract; and

9.2.10 it has the necessary expertise to comply with the Contract and confirms the accuracy of all statements and representations made in respect of the Goods and/or the Services prior to and during the Contract, including without limitation, any and all warranties, statements and representations made in the Supplier Questionnaire.

9.3 The Supplier agrees to indemnify, keep indemnified, defend and hold the Purchaser (and the Hargreaves Group) harmless in full, and on demand, from and against any and all Loss which may be incurred by the Purchaser (and/or the Hargreaves Group) as a result of or in connection with:

9.3.1 any breach of the terms and conditions of the Contract and/or any negligent performance, delay and/or failure to perform any of its obligations under the Contract, by the Supplier, its employees, agents or subcontractors;

9.3.2 the breach of any warranty given by the Supplier in relation to the Goods and/or the Services;

9.3.3 any claim that the goods infringe, or their importation, use or resale, infringes, the Intellectual Property Rights of any other person, (except to the extent that the claim arises from compliance with any specifications, drawings, samples or descriptions provided by the Purchaser);

9.3.4 any liability under the Consumer Protection Act 1987 in respect of the Goods;

9.3.5 any act or omission of the Supplier or its employees, agents, or subcontractors in the supply, delivery and/or installation of the Goods and/or in connection with the performance of the Services; and

9.3.6 the inaccuracy of any statements, warranties and/or representations made by the Supplier in the Supplier Questionnaire.

9.4 The Supplier shall be responsible for paying any employee, officer, agent, representative and/or sub-contractor engaged by the Supplier to provide the Services and for making any deductions required by law in respect of income tax and National Insurance contributions or similar contributions relating to the provision of the Services.

9.5 The Supplier agrees to indemnify, keep indemnified, defend and hold the Purchaser (and the Hargreaves Group) harmless in full, and on demand, in respect of any claims that may be made by HM Revenue and Customs and any other the relevant authorities against the Purchaser (and/or the Hargreaves Group) in respect of tax demands or National Insurance or similar contributions relating to the provision of the Services by the Supplier.

9.6 The Supplier shall obtain and maintain in force during the continuance of the Contract adequate and suitable insurance with a reputable insurance company to cover its liabilities under the Contract (including product liability, professional indemnity insurance, public liability insurance and employer's liability insurance cover). The Supplier shall be liable under all provisions of these Conditions and the Contract whether or not it complies with this Condition 9.6.

9.7 Nothing in these Conditions excludes or limits the liability of either party for death or personal injury caused by its negligence or any liability for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.

9.8 Subject to Condition 9.7, the Purchaser shall not be liable to the Supplier for any of the following:

9.8.1 loss of profits;

9.8.2 loss of business;

9.8.3 loss of anticipated savings;

9.8.4 loss of revenue;

9.8.5 loss of opportunity;

9.8.6 loss of contracts;

9.8.7 loss of data;

9.8.8 loss of goodwill or reputation;

9.8.9 special, indirect or consequential loss; or

9.8.10 delay in performing or any failure to perform its obligations under this Contract to the extent that such delay or failure was caused or contributed to by the act or omission of the Supplier,

and in each case whether arising under or in connection with this Contract, whether in contract, tort (including negligence) or otherwise, and irrespective of whether any of the above are direct or indirect loss or damage.

9.9 The aggregate liability of the Purchaser, whether in contract, tort (including for negligence) or for breach of statutory duty (howsoever arising), misrepresentation or otherwise in connection with this Contract, shall be limited to an amount equal to the price payable by the Purchaser to the Supplier in respect of the Goods and/or Services to be provided under the Contract.

10 TERMINATION FOR CAUSE

10.1 The Purchaser shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract immediately if:

10.1.1 the Supplier commits a material and/or persistent breach of any of the terms or conditions of the Contract and (if the breach is capable of remedy) the Supplier fails to remedy it within seven (7) days of receipt of notice in writing requiring remedy of the breach; or

10.1.2 the Supplier is subject to a change of Control or an Insolvency Event; or

10.1.3 the Supplier commits any act which brings or is likely to bring the Purchaser or the Hargreaves Group into disrepute or which damages or is likely to damage their interests; or

10.1.4 if the financial position of the Supplier shall deteriorate to such an extent that in the opinion of the Purchaser the capability of the Supplier to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11 TERMINATION BY PURCHASER IN OTHER CIRCUMSTANCES

11.1 The Purchaser may terminate the Contract for any reason at any time, in whole or in part, by providing no less than seven (7) days written notice.

11.2 If the Contract is terminated by the Purchaser pursuant to Condition 11.1:

11.2.1 The Supplier shall stop work immediately and comply with any directions with regard to the Goods and/or Services which may be given by the Purchaser; and

11.2.2 the Purchaser shall pay to the Supplier for all Goods and Services properly delivered in accordance with the Contract prior to the date of termination, subject always to the Supplier providing the Purchaser with all such documentation as it may reasonably request to evidence the same.

11.3 The obligation of the Purchaser under Condition 11.2.2 shall be the Purchaser's sole and exclusive liability to the Supplier in respect of the termination of the Contract in whole or in part under Condition 11.1.

11.4 The termination of the Contract however arising shall be without prejudice to the rights and duties of either party accrued prior to termination. The Conditions which impliedly or expressly have effect or continue after termination will continue to be enforceable notwithstanding termination.

12 REMEDIES

12.1 Without prejudice to any other rights or remedies to which it may be entitled, if the Supplier has delivered Goods which do not comply with the provisions of Condition 9.1, then the Purchaser shall be entitled to any one or more of the following remedies at its sole discretion (whether or not it has accepted the Goods):

12.1.1 to terminate the Contract immediately upon giving written notice to the Supplier;

12.1.2 to reject the Goods (in whole or in part), whether or not title has passed and to return the Goods to the Supplier at the Supplier's risk and expense;

12.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund (on demand) for the rejected Goods;

12.1.4 to refuse to accept any further deliveries of the Goods;

12.1.5 to recover from the Supplier any expenditure incurred by the Purchaser in obtaining substitute goods from a third party; and

12.1.6 to claim damages for any additional costs, loss or expenses incurred by the Purchaser arising from the Supplier's failure to supply Goods in accordance with Condition 9.1.

12.2 Without prejudice to any other rights or remedies to which it may be entitled, if the Services fail to comply with the provisions of Condition 9.2, then the Purchaser shall be entitled to any one or more of the following remedies at its sole discretion:

12.2.1 to refuse to accept the provision of any further Services from the Supplier;

12.2.2 to require the Supplier to re-perform the defective Services without additional charge to the Purchaser;

12.2.3 to assess the cost of remedying the defective Services (the Assessed Cost) and deduct from any sums due to the Supplier, the Assessed Cost; or

12.2.4 carry out itself, or engage a third party to carry out, the defective Services (in whole or in part) and all additional expenditure incurred by the Purchaser in having such defective Services carried out by a third party shall be recoverable by the Purchaser from the Supplier.

12.3 Goods and/or Services which are repaired or replaced by the Supplier shall be subject to these Conditions in the same manner as those originally delivered under the Contract.

13 HEALTH AND SAFETY

13.1 In the delivery of the Goods and/or performance of the Services the Supplier shall observe and comply with all health and safety rules and regulations and any other security requirements that apply at the Delivery Address, as are notified to the Supplier from time to time.

13.2 The Supplier shall notify the Purchaser as soon as it becomes aware of any health and safety hazards and/or failures to comply with the health and safety rules and regulations and any other security requirements that apply at the applicable Delivery Address.

13.3 Any Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.

13.4 The Supplier agrees before delivery of the Goods and/or performance of the Services to furnish the Purchaser in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied and/or articles used in the provision of the Services and thereafter information concerning any changes in such properties or ingredients. The Supplier acknowledges and agrees that the Purchaser shall be entitled to rely on such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and the Control of Substances Hazardous to Health Regulations 2002 and any other applicable legislation.

13.5 The following Conditions 13.6 to 13.8 (inclusive) shall apply where the Supplier is providing Services at the Delivery Address.

13.6 The Supplier shall procure that, upon request from the Purchaser, such of its employees, agents, representatives and/or sub-contractors as may be required by the Purchaser shall attend at a site (at a time and date designated by the Purchaser) for the purposes of such employees, agents, representatives and/or sub-contractors undertaking the Drug Testing Procedure.

13.7 If any of the Supplier's employees, agents, representatives and/or sub-contractors fail the Drug Testing Procedure or refuse to submit to the Drug Testing Procedure, the Supplier shall:

13.7.1 ensure that any such person ceases to be engaged in, or in connection with, the performance of the Services at the Delivery Address and immediately vacates the Delivery Address; and

13.7.2 reimburse the Purchaser for the Drug Testing Charge together with any and all additional administrative costs and expenses incurred by the Purchaser in connection therewith.

13.8 The Supplier shall be entitled, on behalf of the relevant employee, agent, representative or sub-contractor, to challenge the results of any Drug Testing Procedure undertaken by and/or on behalf of the Purchaser pursuant to Condition 13.6 immediately upon receipt of the results of the Drug Testing Procedure. Upon notification of a challenge by the Supplier pursuant to this Condition 13.8, the relevant employee, agent, representative and/or sub-contractor shall immediately submit to a further Drug Testing Procedure. If the relevant employee, agent, representative or sub-contractor fails the further Drug Testing Procedure, then in addition to its obligations under Condition 13.7, the Supplier shall reimburse the Purchaser the Drug Testing Charge together with any and all additional administrative costs and expenses incurred by the Purchaser in connection therewith.

14 PRODUCT SAFETY

14.1 Prior to using or making arrangements for the use of any radioactive substances or any plant or equipment containing such substances or which involve the generation of ionising radiations, the Supplier shall first obtain written permission from the person appointed by the Purchaser to carry out duties relating to ionising radiations, as notified to the Supplier in advance in writing (the Purchaser's Compliance Representative).

14.2 The Supplier shall comply with the Purchaser's requirements regarding ionising radiations. Before dispatch to the Purchaser's premises of radioactive substances or any goods, plant or equipment containing radioactive substances or which involve the generation of ionising radiations the Supplier shall, at least 48 hours before dispatch, notify the Purchaser's Compliance Representative and obtain his written permission to deliver the substances, goods, plant or equipment to the Purchaser. For the avoidance of doubt, the Supplier shall not deliver any substances, goods, plant or equipment containing any radioactive substances or which involve the generation of ionising radiations without authorisation in writing from the Purchaser's Compliance Representative.

14.3 The Supplier shall notify the Purchaser in writing if the Goods to be supplied, or materials to be used in the provision of the Services contain substances which are hazardous or harmful to handle, inhale or ingest or which otherwise engender risks to health and safety, or where precautions are necessary to avoid health and safety risks to anyone handling or using the Goods and/or materials to be used in the provision of the Services. The Supplier undertakes that all such Goods and materials to be used in the provision of the Services shall be supplied in adequately protective containers which are clearly marked with a warning of the nature of the hazard or risk and clear instructions as to any precautions which are necessary in handling, storage or use.

15 INTELLECTUAL PROPERTY

15.1 All Intellectual Property Rights produced and/or arising from the performance of the Contract shall vest and remain solely and exclusively vested in the Purchaser (and to the extent the same are not already vested in the Purchaser, the Supplier hereby assigns to the Purchaser with full title guarantee and free from all third party rights, all such Intellectual Property Rights). For the avoidance of doubt, all Intellectual Property Rights in the Specification shall vest in and be the exclusive property of the Purchaser.

15.2 The Supplier shall promptly at the Purchaser's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Purchaser may from time to time require for the purpose of securing for the Purchaser the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Purchaser in accordance with Condition 15.1.

16 PURCHASER'S EQUIPMENT AND PURCHASER'S RAW MATERIAL

16.1 The Purchaser's Equipment shall be used by the Supplier only for the purpose of enabling it to comply with the Contract and shall remain the exclusive property of the Purchaser.

16.2 The Purchaser's Raw Materials shall be used by the Supplier only for the purpose of enabling it to produce Goods and/or provide the Services to which the Purchaser's Raw Materials relate and shall remain the exclusive property of the Purchaser.

16.3 The Supplier shall maintain an accurate and up to date inventory of all of the Purchaser's Equipment and/or Purchaser's Raw Materials within its possession, custody or control at all times and copies of such inventory shall be provided to the Purchaser on a monthly basis and upon request at any time.

16.4 The Supplier shall return to the Purchaser all of the Purchaser's Equipment and/or Purchaser's Raw Materials upon the Purchaser's request or upon termination or completion of the Contract (whichever is the earlier).

16.5 The Supplier shall ensure that all of the Purchaser's Equipment and/or Purchaser's Raw Materials within its possession, custody or control shall be stored securely in a separate designated area, and large notices posted in such area clearly indicating that all the goods and materials contained in it are the exclusive property of the Purchaser. The Purchaser is hereby granted an irrevocable licence to enter the Supplier's property for the purpose of regaining possession of any Purchaser's Equipment and/or Purchaser's Raw Materials held at such property.

16.6 The Supplier shall hold the Purchaser's Equipment and/or Purchaser's Raw Materials in safe custody, at its own risk from the time of their delivery to the Supplier (or such other person as is notified to the Purchaser by the Supplier) and the Supplier shall insure such items against loss or damage accordingly (which, without limitation to the above, shall include insuring against any loss or damage incurred at the premises or due to a third party (including any authorised sub-contractor) and shall ensure that the Purchaser's Equipment and/or Purchaser's Raw Materials are preserved in the same state and condition as they were in at the time of delivery. If any Purchaser's Equipment and/or Purchaser's Raw Materials are lost, stolen or damaged whilst in the possession, custody or control of the Supplier, the Supplier shall hold the proceeds of insurance maintained pursuant to this Condition 16.6 on behalf of the Purchaser as trustee for the Purchaser.

16.7 It is expressly acknowledged and agreed that the Purchaser makes no warranty, representation or statement in respect of the quality, condition or suitability of the Purchaser's Equipment and/or Purchaser's Raw Materials that may be used by the Supplier in connection with the Contract, nor shall any such warranty, representation or statement be implied.

16.8 The Purchaser hereby fully excludes (to the extent permitted by law) any liability, obligation, responsibility or duty to the Supplier in contract, tort (including negligence or breach of statutory duty) or otherwise in respect of the Purchaser's Equipment and/or Purchaser's Raw Materials.

16.9 The Supplier undertakes that it will not under any circumstances seek to impose a lien, whether general or specific, charge other encumbrance in respect of the Purchaser's Equipment and/or Purchaser's Raw Materials and undertakes to ensure that the title of the Purchaser, and the exclusion of any such lien, are brought to the notice of all persons dealing with such property.

17 COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

17.1 In performing its obligations under the agreement, the Supplier shall:

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

17.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

17.1.3 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Condition 17.1.

18 DATA SECURITY AND DATA PROTECTION

18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 18 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

18.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the Controller and the Supplier is the Processor.

18.3 Without prejudice to the generality of Condition 18.1, the Purchaser will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Contract.

18.4 Without prejudice to the generality of Condition 18.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Contract:

- (a) process that Personal Data only on the documented written instructions of the Purchaser and comply with the obligations as Processor under the Data Protection Legislation;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK or EEA unless the prior written consent of the Purchaser has been obtained;
- (e) assist the Purchaser, at the Purchaser's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Purchaser without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Purchaser, delete or return Personal Data and copies thereof to the Purchaser on termination of the agreement unless required by applicable laws to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Condition 18 and allow for audits by the Purchaser or the Purchaser's designated auditor and immediately inform the Purchaser if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 18.5 The Purchaser does not consent to the Supplier appointing any third party processor of Personal Data under this agreement.

19 CONFIDENTIALITY

19.1 Each party shall keep, and shall procure that their employees, agents, representatives and subcontractors shall keep, in strict confidence all Confidential Information received from the other party or which otherwise comes into its possession. Each party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging its obligations under the Contract.

19.2 This Condition 19 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.

20 ASSIGNMENT AND SUB-CONTRACTS

20.1 The Supplier shall not assign or in any other way whatsoever part with any of its rights or obligations under the Contract without the prior consent in writing of the Purchaser.

20.2 For the avoidance of doubt, if the Purchaser provides its consent to the subcontracting by the Supplier of any of its obligations under the Contract, the Supplier shall in no way be relieved from any of its obligations under the Contract by the placing of any such sub-contract.

21 FORCE MAJEURE

The Purchaser reserves the right to cancel or reduce the volume of the Goods and/or the Services purchased under a Contract if it is prevented from or hindered in the carrying on of its business through any circumstances beyond its reasonable control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting there from.

22 ANTI-BRIBERY

22.1 The Supplier shall comply with all applicable Anti-Bribery Laws and shall ensure that, at all times during the Contract:

22.1.1 it implements adequate procedures designed to prevent it or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act 2010 if it were carried out in the UK, or violate any applicable Anti-Bribery Laws; and

22.1.2 it reports to the Purchaser any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.

22.2 The Supplier warrants and represents that, in connection with this Contract, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Purchaser or any third party) by or on behalf of the Supplier or its Associated Persons.

23 GENERAL

23.1 Any waiver by the Purchaser of any breach or, default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

23.2 Each right or remedy under the Contract is without prejudice to any other right or remedy of the purchaser whether under the Contract or otherwise.

23.3 The Contract set out the entire agreement between the parties in relation to the subject matter hereof and supersedes any previous agreement relating to the subject matter of the Contract, whether written or oral. Each party acknowledges and agrees that in entering into the Contract it places no reliance on any representation or warranty in relation to the subject matter of this Contract, nor shall it have any remedy in relation to the subject matter of the same save as expressly set out in the Contract. The only remedy available to either party for breach of such warranties or representations shall be for breach of contract under the terms of this Contract. Nothing in this Condition 23.3 or in this Contract shall operate so as to exclude or restrict any remedy or liability for fraud or fraudulent misrepresentation.

23.4 The Supplier is appointed as an independent contractor and nothing in this Contract shall be construed as establishing or implying any agency, partnership or corporate relationship or relationship of employer and employee between the parties, or to authorise either party to act as agent of the other, and neither party shall have the authority to act in the name of or otherwise bind the other in any way, whether contractually or otherwise.

23.5 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

23.6 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

23.7 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Working Day after transmission.

23.8 Other than members of the Hargreaves Group, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. The Purchaser may perform any of its obligations or exercise any of its rights hereunder through any member of the Hargreaves Group. Notwithstanding that members of the Hargreaves Group shall be entitled to enforce rights under this Contract which have been given for their benefit, the parties to this Contract may enter into any agreement or arrangement varying or amending any of the terms of this Contract, or compromising or settling any claim under this Contract (including in respect of such rights), without reference to the interests of, or the consent of, the other members of the Hargreaves Group not party to this Contract.

23.9 The Supplier warrants to the Purchaser that to the extent it processes any Personal Data on behalf of the Purchaser in connection with the Contract, it shall do so fairly and lawfully, in accordance with the instructions of the Purchaser and shall ensure that it shall not by any act or omission cause the Purchaser to be in breach of the Data Protection Act 1998.

23.10 The Contract, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in all respects in accordance with the laws of England and Wales, and the English courts shall have exclusive jurisdiction in all matters relating to the Contract (whether of a contractual or tortious nature or otherwise).

September 2021